

CBA # 0539

AMERIPRIDE SERVICES, INC.
BAKERSFIELD PRODUCTION

And

Workers United,
Western States Regional Joint Board
Local 75

Agreement

June 1, 2020 – May 26, 2023

Aramark Uniform & Career Apparel CBA #0539

AGREEMENT

This Agreement by and between Ameripride Services, Inc., Bakersfield, California Branch, 335 Washington Street, Bakersfield, California 93307 (hereinafter referred to as "Company") and Workers United Western States Regional Joint Board Local No. 75, 1102 "Q" Street, Sacramento, California 95811 (hereinafter referred to as "Union") is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the Company described below.

ARTICLE 1

UNION RECOGNITION

Section 1. Bargaining Unit. The Company recognizes the Union as the bargaining representative for all employees employed at its Bakersfield, California Branch, exclusive of supervisors, office clerical employees, engineers, route salesman, inventory control employees, repair employees, painters, mechanics, sales department employees and customer service employees.

Section 2. Exclusion of Supervisors. For the purposes of this Agreement, the term "supervisor" means any individual having authority, in the interest of the Company, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The parties agree that supervisors shall be automatically excluded from the bargaining unit.

Section 3. New Classifications. The Company may, in its discretion, establish new classifications as it sees fit. The Company agrees to provide the Union with notice of the establishment of new classifications relating to bargaining unit work within sixty (60) days of the establishment and staffing of any new positions. In the event the Union believes that such classifications should be included within the bargaining unit, the Company agrees to meet with the Union to discuss bargaining unit placement of any such positions. In the event it is determined that any such new classification is to be included in the bargaining unit, the wage and fringe benefit rates bargained by the parties will be applied retroactively to the date the new classification became effective.

Section 4. Bargaining Unit Work. Bargaining unit work shall not be performed by supervisors except in the event of emergencies, for training purposes, or due to absenteeism.

ARTICLE 2.

MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Company and remain exclusively within the rights of the Company.

Section 2. Listing of Management Rights. The Company reserves the right to operate and manage all operations of the company and to direct the work force of the company including, but not limited to, the right to plan, direct, control, reduce and terminate operations; to determine the nature of services to be supplied and products to be

produced and to determine the extent to which such services will be provided or products produced by its employees; or the scheduling of service and production and the methods, processes and means of service and production; the right to hire, select, assign, transfer, promote, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; the right to establish drug, alcohol and controlled substance testing; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or improved methods or facilities.

Section 3. Recognition of Management Rights. The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of law, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations subject only to the express provisions of this Agreement.

ARTICLE 3.

WORK STOPPAGES

Section 1. Prohibition of Work Stoppages. There shall be no lockouts, strikes, slow downs, work stoppages or interferences with production, including sympathy strikes or boycotts, for any reason whatsoever during the period of this Agreement.

Section 2. Union Obligations. The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason whatsoever. If any unauthorized strike, slow down, work

stoppage or interference with production, including a sympathy strike or boycott, occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

Section 3. Individual Discipline. Individual members of the bargaining unit violating this Article may be disciplined by the Company with notice thereof to the Union. Such discipline may include discharge without recourse to the grievance and arbitration procedures of this Agreement; provided, however, that such employees shall have the right to use the grievance and arbitration procedures of this Agreement for the limited purpose of proving that such individuals were not involved in the activity for which the employee was disciplined or discharged. The employee shall not have the right to use the grievance and arbitration procedure to protest the amount or type of discipline, which might include discharge.

Section 4. Picket Lines. No picket lines may be observed during the term of this Agreement by employees in the bargaining unit except for those picket lines which are approved by the Executive Board of the Local Union and which have been established by a Union which is the recognized bargaining agent for employees in another bargaining unit at the Bakersfield plant.

ARTICLE 4.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance is hereby jointly defined to be any claim (request or complaint) by a bargaining unit member, the Union on behalf of a bargaining unit member, or the Company concerning the application of the terms of this Agreement.

Section 2. Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts of commission or omission, the date of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this contract which are alleged to have been violated, and the remedy which is sought. Failure to provide the information requested on the grievance form will result in the dismissal of the grievance.

Section 3. Employee Grievances. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall be handled in the following manner:

(a) Step 1 -- The grievance shall first be discussed within thirty (30) calendar days between the employee or the employee and the union representative (at the employee's request) and the immediate supervisor of the employee or employees in question in an attempt to settle the grievance. A grievance not settled pursuant to such discussion which the bargaining unit member wishes to pursue shall be placed into writing using the Local 75 grievance form in accordance with Section 2 of this Article. The grievance must be initiated promptly and at least within thirty (30) calendar days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall then have five (5) business days to respond to the grievance and to give an answer to the union representative.

(b) Step 2 -- A grievance not settled in Step 1 and which the bargaining unit member and the union wish to pursue further shall be initiated promptly and at least

within five (5) business days after receipt of the answer provided for in Step 1 above.

The order of further appeal of the grievance shall be as follows:

- (1) Production Manager.
- (2) General Manager.

In each instance, the Company representative shall have five (5) business days to respond to the grievance and to give an answer to the bargaining unit member in question. Similarly, in appealing from one level of management to the next level, the employee or the union shall always be required to file an appeal within five (5) business days after receipt of the answer given from which the appeal is taken.

(c) In the event any of the appeals or answers provided for in this section are given by mail, the date of postmark shall be considered to be the date of filing of either the grievance, grievance appeal, or answer.

Section 4. Company Grievances. A grievance may also be filed by the Company.

Section 5. Time Limits. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party to meet the time limits provided for shall result in the dismissal of the grievance. Similarly, failure of the responding party to meet the time limits provided for in this Article shall allow the grieving party the right to amend the grievance setting forth the additional facts of the failure of the responding party to meet the time limits provided for in this Article and to request additional relief due to such failure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.

Section 6. Time Computation. In computing any period of time prescribed in this Article, the date of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday (federal or state) in which event the period extends until the end of the next day which is not a Saturday, Sunday or legal holiday (federal or state). Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon him, and the appeal or answer is served by mail, three (3) days shall be added to the prescribed period.

Section 7. Selection of Arbitrator. In the event the grievance procedure does not result in the resolution of a grievance, either party may provide notice of intent to proceed to arbitration by filing such a notice in writing with the other party within five (5) business days after receipt of the final answer provided for in the grievance procedure. Upon receipt of such notice, by mutual agreement, the parties shall jointly request a list of names from the Federal Mediation and Conciliation Service. Following receipt of such list, the party losing a coin toss shall strike a name from the list followed by the other party striking a name from the list and the parties shall thereafter alternately strike names from the list until only one (1) name is remaining. The remaining individual on the list shall serve as the arbitrator.

Section 8. Power of Arbitrator. The arbitrator shall herein decide the grievance in question based upon the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret the agreement and apply it to the particular case presented to him,

but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this agreement or any agreements made supplementary hereto. The arbitrator shall have no authority to compel pre-hearing discovery.

Section 9. Arbitration Decision. The ruling and decision of the arbitrator shall be final and binding on all parties provided that the arbitrator shall comply with limitations set forth in this Article, and shall limit the decision to the evidence supplied by the parties at the hearing and relevant case law precedent.

Section 10. Arbitration Expenses. All fees and expenses of the arbitrator shall be borne equally by the parties.

Section 11. Work Stoppage Arbitration Procedure. Grievances filed by the company based upon strikes, including sympathy strikes by employees, shall not be subject to the time limits for grievances stated in this Article. Such grievances shall be submitted and considered pursuant to the following expedited arbitration procedure:

- (1) Grievances submitted by the company regarding strikes, including sympathy strikes, shall be reduced to writing and served upon an authorized agent of the Union including the business representative, stewards or pickets.
- (2) Within twenty-four (24) hours after the service of such grievance, the parties shall jointly contact the Federal Mediation and Conciliation Service and request the appointment of a single arbitrator. Such contact may be made by both parties jointly, or by the Company singly, if the Union refuses or fails to participate.
- (3) The hearing shall be held no later than three (3) days after service of the grievance.
- (4) Notice of the hearing may be given orally twenty-four (24) hours in advance of the hearing time.
- (5) Adjournments of the hearing shall be made only in unusual circumstances and for a good cause.

- (6) The hearing shall be completed in one (1) day.
- (7) There shall be no post-hearing briefs.
- (8) A decision in the expedited arbitration shall be rendered at the close of the hearing.

Section 12. Excluded Matters. No grievance alleging discrimination under Section 1 of the Nondiscrimination Article of this Agreement shall be appealed to arbitration, unless the grievant shall execute a knowing, intelligent, and voluntary waiver of his or her right to file charges within any federal, state, or local agency, or in any federal, state or local court with respect to said grievance. If the grievant does not choose to execute such a waiver, the grievance shall be ineligible to proceed to arbitration, and the last decision given under the grievance procedure shall be final.

ARTICLE 5.

NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, sexual orientation, or political affiliation.

Section 2. Gender References. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

Section 3. A.D.A. Compliance. If an employee requests union representation in an accommodation discussion with the Company, then the Company will invite the Union to participate in the meeting. The Union agrees to waive its right to file any unfair labor

practice charges concerning the Company's direct discussion with employees (required by the ADA) concerning accommodations. The Union also agrees to refrain from asking the Company to reveal any information concerning medical conditions or medical histories of bargaining unit employees which the Company is required to treat as confidential pursuant to the ADA.

ARTICLE 6.

UNION MEMBERSHIP

Section 1. Requirement. Membership in the Union shall be a condition of employment on and after the thirty-first (31st) day following the beginning date of employment or the effective date of this Agreement, whichever is later, and continued membership shall also be a condition of employment. Newly hired employees who are not members of the Union shall complete membership within thirty-one (31) days from the beginning date of employment.

Section 2. New Employees. Whenever the Company requires additional employees for work the Company shall notify the Union within twenty-four (24) hours of posting a job requisition. The Union may refer potential candidates to apply for job openings through our web based application service, company website or walk in application, referring to specific job requisitions.

Section 3. Nondiscrimination. Selection by the Union of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, non-membership in the Union, Union membership, Bylaws, rules, regulations, constitutional provisions, or in other aspects or obligations of Union

membership policies or requirements.

Section 4. Company Discretion. The Company shall have the right to reject any applicant referred to him by the Union.

Section 5. Notification. The Company agrees to notify the Union in writing, upon forms to be supplied by the Union, of all new employees hired within seven (7) days following the beginning date of employment, furnishing the Union with the employee's name, address, social security number and the date of employment of such new employee.

Section 6. Termination. The Company also agrees that upon notice in writing by the Union, any employee who is not in good standing with the Union in accordance with this Section shall be removed from the Company's payroll within seven (7) days from receipt of said notice.

Section 7. Posting. The parties to this Agreement will post, in places where notices to employees and applicants for employment are customarily posted, a copy of this Section and any and all other provisions relating to this matter.

Section 8. Dues Deduction. Each Company shall deduct from the first paycheck issued to each employee covered by this Agreement, and each calendar month thereafter, the regular monthly dues owing to the Union by each employee employed by the Company. The Company shall also deduct initiation fees and special fees and assessments voted on and approved by the Union (fines are not included) for all employees. The Union shall furnish, on or before the first of each calendar month, a list of employees employed by the Company for whom the Company shall make deductions.

The Company shall make such deductions in accordance with such list provided the employees listed therein are in the employ of the Company the last day of the previous calendar month, and provided further that the Union shall have secured and furnished to the Company written authorization for such deductions of each employee.

Section 9. Indemnification. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues out of an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

ARTICLE 7.

HOURS OF WORK

Section 1. Workweek. The regular straight-time workweek shall be five (5) consecutive days, or four (4) days within five (5) consecutive days.

- (1) Five (5) consecutive days, eight (8) hours a day exclusive of lunch, referred to as "5/8".
- (2) Four (4) ten (10) hour days exclusive of lunch within any five (5) consecutive days, referred to as "4/10".

The Company, at his sole discretion, may establish any of the above workweeks by giving four (4) weeks' notice to the Union and the employees. When new schedules are created, the Company will consider seniority and first ask for volunteers.

The Company will:

- 1) Provide senior employees preference when considering new schedules
- 2) Post new schedules and a volunteer sign-up sheet
- 3) Assign new positions in reverse seniority order

The Company will post the notice two weeks in advance of any change to the employee's schedule with notification to the Union.

All employees (5/8 or 4/10) will have two (2) consecutive regular days off.

Section 2. Overtime. Time and one-half (1-1/2) the average earned hourly rate shall be paid for time worked:

- (1) "5/8" in excess of eight (8) hours per day, forty (40) hours per week;
- (2) "5/8" in excess of thirty-two (32) hours in a week in which a paid holiday occurs unless said holiday falls on a Saturday;
- (3) "4/10" in excess of ten (10) hours per day or forty (40) hours per week;
- (4) "4/10" the regular scheduled day off (referred to as the fifth (5th) day) for non-holiday week;
- (5) For all work performed on the sixth (6th) day;
- (6) For all work performed on the seventh (7th) day and double time the average earned hourly rate shall be paid for time worked in excess of eight (8) hours for both "5/8" and "4/10";
- (7) Shifts: The first shift shall begin work between the hours of 5:00 a.m. to 11:59 a.m., and employees working such first shift shall be paid at the regular straight-time rate of pay. It is specifically agreed that employees in the Wash Aisle may be requested to report to work up to one (1) hour before the rest of the plant with such work to be paid for a straight time rates. Any shift starting between the hours of 12:00 p.m. to 7:59 p.m. shall be designated the second (2nd) shift, and employees working such second (2nd) shift shall be paid a premium of ten cents (\$.10) per hour for all work performed. Any shift starting between 8:00 p.m. to 4:59 a.m. shall be designated the third (3rd) shift, and employees working such third shift shall be paid a premium of fifteen cents (\$.15) per hour for all work performed.
- (8) Scheduling of Overtime. Except in cases of emergency the Company will provide notice to the affected employees before lunch time of any overtime work.

Section 3. Holiday Weeks. The Company may require employees to work on

other than consecutive days during a week in which a holiday falls.

Section 4. Full Scheduled Workweeks. If an employee for reasons of his/her own (except for an illness for which the Company may require medical certification) has not worked his/her full scheduled workweek, although the Company has made work available to him/her, then, when requested by the Company to work on Saturday or his/her regular day off, he/she shall do so at his/her regular straight-time rate of pay.

Section 5. Meal Period. A meal period of not less than thirty (30) minutes nor more than one (1) hour on the employee's own time shall be established at approximately midpoint of each shift.

Section 6. Minimum Weekly Guarantee. All employees who were members of the bargaining unit covered by this Agreement on or before September 30, 1982, shall be guaranteed a minimum of thirty-six (36) hours per week, Monday through Friday, except during a week in which a paid holiday occurs, at which time the guaranteed number of hours of work shall only be twenty-eight (28) hours for the week in which the paid holiday occurs. The above provisions shall not apply to any new employee, nonmember of the bargaining unit, employed on or after October 1, 1982.

Section 7. Show Up Pay. All employees instructed to report for work, and who do report Monday through Saturday, shall be guaranteed four (4) hours of work or pay for same. However, if due to a breakdown and no work is performed by the employee, then the employee shall receive only two (2) hours' straight-time pay as "show-up pay".

(Breakdown shall be defined as the inability of the Company to operate his plant because of any condition beyond the Company's control, such as, but not limited to: an act of

God, flood, earthquake, equipment malfunction that causes the plant or a particular department to close down, or other similar causes. This paragraph shall only apply to the individual departments when only a portion of the complete operation is affected.)

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

Section 8. Utility Employees. Only employees spending all of their work time for the Company as Utility employees shall be subject to the following:

- (1) Workday. The straight-time workday for Utility employees shall consist of an eight (8) consecutive hour workday for 5/8 or ten (10) consecutive hour workday for 4/10, mealtime excepted, worked at any time during the twenty-four (24) hour day to be designated by the Company.
- (2) Workweek. The straight-time workweek for Utility employees shall consist of any five (5) consecutive work days during the calendar week for 5/8 or four (4) nonconsecutive ten (10) hour days for 4/10. However, the Company shall designate two (2) regular days off and if the Utility employee is required to work on those days off he/she shall be paid for such work on such days at one and one-half (1-1/2) times the regular straight-time rate of pay for work on the sixth (6th) day and double the regular straight-time rate of pay for work on the seventh (7th) day.
- (3) Overtime. Overtime shall be paid the Utility employee at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay for all work performed in excess of eight (8) hours for 5/8 or ten (10) hours for 4/10 in any one (1) day, forty (40) hours in any workweek, and work performed on the employee's regular scheduled days off. The Utility employee shall be paid at double time for work on the seventh (7th) consecutive day.

The provisions of Section 6 of this Article shall not apply to the classification of "Utility."

Section 9. Intermittent Periods of Work. There shall be no intermittent periods of unemployment during any one (1) day except for breakdown. In cases of breakdown, AmeriPride Bakersfield Production (CBA 0539)

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 ready, they shall be paid from the time they are ordered to work until actual work begins. Employees required to remain on the premises of the Company, or required to hold themselves in readiness to the extent that their time cannot be used as their own, shall be paid for such time.

ARTICLE 8.

PROBATIONARY PERIOD

New employees shall be considered on probation for the first ninety (90) calendar days of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. The ninety (90) calendar days may be extended to one-hundred and twenty (120) calendar days by mutual agreement between the Employer and the Union, and the Union agrees that it shall not unreasonably withhold its agreement. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond ninety (90) calendar days.

ARTICLE 9.

WAGES

Section 1. Pay Grid. The pay grid to be utilized during the term of this Agreement is attached hereto and made a part hereof as Attachment A.

Section 2. Pay Period. All wages shall be paid on a weekly basis.

Section 3. Lunch Period. Each employee shall be granted a lunch period of one-half (1/2) hour per day which shall not be counted as working time.

Section 4. Rest Periods. Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of employment. The rest period, insofar as practicable, shall be in the middle of each work period. Should an employee complete his/her day's work between the fourth (4th) and sixth (6th) hour, he/she shall not be entitled to the second paid rest period on that day. Once an employee has completed work in excess of six (6) hours, he/she shall have earned and be given the second ten (10) minutes' paid rest period for that day. Employees who work overtime and work nine (9) hours are entitled to an additional ten (10) minute break,

Section 5. Industrial Accident or Injury. Any employee injured in the performance of his/her duties, requiring time off on the date of the injury, shall receive full compensation for time not worked, but not to exceed the employee's regular scheduled work day. Claims of injury shall be verified by the Company's medical doctor if the Company requires such verification. Any employee who is absent due to industrial accident and/or illness shall maintain his/her prior seniority for purposes of rehire and future vacations.

Section 6. Incentive Work. Any incentives, piece work, and bonus plans shall be a violation of this Agreement unless agreed upon between the Union and the Company in writing.

Section 7. Minimum Wages. All employees covered by this Agreement shall be paid at not less than the scale of wages shown in Attachment A attached hereto and made

a part hereof.

Section 8. Transitional Work. If employees have work restrictions due to a work-related injury that prevent them from performing the functions of their regular position, the Company may assign transitional work duties to employees. Transitional work duties assigned will meet the work restrictions provided by the employee's treating health care provider, and may include duties outside of the bargaining unit. These duties will be documented in a Transitional Work Assignment Letter.

Section 9. Retention of Prior Wage Rates. No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in the schedule contained herein for the class of work on which he or she is engaged, shall suffer a reduction of wages through the adoption or operation of this Agreement.

Section 10. Temporary Transfers. An employee temporarily changed from a higher paid job classification to a lower paid job classification, or vice-versa, shall be paid at the rate of the higher classification all hours in which the change from one classification to another takes place.

ARTICLE 10.

DISCIPLINE AND DISCHARGE

It is understood and agreed that the right of discharge shall rest in the discretion of the Company, provided the Company shall not discharge or otherwise discriminate against any employee because of Union affiliation or activity where such activity does not interfere with the ordinary work of the employee. If any employee feels that he/she has been unjustly discharged, he/she may have his/her grievance brought to the

Grievance Procedure by the Union for consideration and final disposition. No employee shall be discharged without having previously received progressive discipline; 1) verbal warning, 2) written warning notice 3) second written warning notice that may include an unpaid suspension and 4) termination. A copy of all such warning notices shall be forwarded to the Union office within five (5) working days, sent by certified mail to 1102 Q Street, Suite 100, Sacramento Ca 95811.

Section 1. Immediate Discharge. It is understood that the following events and events similar gravity shall result in immediate discharge. No arbiter shall expand or reduce the requirement of this Article.

1. Theft.
2. Use of intoxicants while performing duties or being under the influence of intoxicants while having custody of the company's equipment.
3. Use of habit-forming or illegal drugs or addiction to such drugs. Refusal to submit to a drug test. It is understood that the Union will have access to the results of such test, provided that the employee first signs a release form.
4. Insubordination.
5. Use of profanity or abusive language.
6. Defacing or damaging Company property.
7. Unauthorized possession or use of firearms, fireworks, or any other weapon on Company property or while engaged in Company business. It is understood that certain items which could be classified as a weapon are required for performance of job duties.
8. Disobeying safety regulations including failure to promptly report work-related accidents to supervisory personnel.
9. Fighting on Company premises or while working. Fighting is defined as both individuals using fists or open hands.
10. Unauthorized use of vehicles.

ARTICLE 11.

UNION REPRESENTATIVES

Section 1. Union Visitation. Authorized representatives of the Union shall be

allowed to visit the Company's plant during working hours by entering the front door, signing in and notifying the General Manager or Production Manager of their presence. A Union Representation shall have the right to examine the time cards and paychecks for work performed by any employee of the bargaining unit by scheduling an appointment in advance through the General Manager. A Union Representative may sign up new employees for Union membership during working hours provided access to the plant is in compliance with Company rules, and provided further that such rules do not interfere or hamper the Union representative in his transaction of Union business. It is further agreed that should a long discussion be necessary, the representatives will conduct their business outside of the production area and in such a manner as not to conflict with the normal operation of the Company's business.

Section 2. Shop Steward. The Union will select three (3) employees and one (1) alternate in the plant to serve as shop stewards. The alternate Shop Steward shall serve in the absence of any of the Shop Stewards. The Employer shall be given written notice of the names of said stewards.

As part of the "New Employee Orientation" the new employee will be introduced to the Shop Stewards. The Company will notify the Union Representative when conducting orientation for newly hired employees. The Company will provide the Union with the ability to meet with new employees for a maximum of fifteen (15) minutes during said orientation.

Section 3. Nondiscrimination. Shop Stewards shall not be discriminated against in any manner by the Company or his agent because of giving any information regarding

violation of the Union Agreement or on account of his or her activities in presenting an adjustment or grievance or disputes to the Union. Should any dispute or grievance or misunderstanding arise and a satisfactory settlement between the parties fail, it then shall be referred to arbitration as provided for in this contract.

ARTICLE 12.

UNPAID LEAVES OF ABSENCE

Section 1. Family and Medical Leave. No employee with more than one (1) year of continuous service will lose seniority because of absence due to sickness if said absence is not in excess of one hundred eighty (180) calendar days and if said employee returns to work within seven (7) calendar days after receiving a doctor's release to work, provided the employee has worked 1250 hours in the previous twelve (12) months.

Leave of Absence will run concurrent with FLMA and is not in addition to FMLA. No insurance benefits will be paid by the Company after the FMLA period is completed. The Company must return the employee to work within seven (7) calendar days after he/she has been notified by the employee that said employee has been released to work by a doctor.

The parties agree to comply with the Family and Medical Leave Act of 1993 or any other state or federal law which imposes minimal leave requirements for Companies.

Section 2. Vacation Right. Any employee exceeding this privilege shall forfeit his/her vacation right to schedule vacation time for the year only. Each time an employee takes leave under this Article, the Company shall present to the employee his/her time record showing the period of time taken as leave, and the employee shall thereupon sign

said time record acknowledging the correctness of the time charged as leave.

Section 3. USERRA. The Company will comply with USERRA

Section 4. Other Leaves. Unpaid leaves of absence for other proper purposes shall be granted in writing and shall not be unreasonably denied. No employee that has passed the probationary period will lose seniority because of absence due to leave if said leave is not in excess of one hundred eighty (180) calendar days.

Section 12.5 Family-School Partnership Act. The Employer will comply with The Family–School Partnership Act (Labor Code Section 230.8).

ARTICLE 13.

HOLIDAYS

Section 1. Eligibility. Employees are eligible for Holiday pay after thirty (30) consecutive days of employment. An employee must have worked the day immediately preceding and following each holiday unless such absence has been caused by proven illness or injury which is confirmed by a physician in order to be eligible for holiday pay. The Company may require the confirmation of such illness or injury in writing by the physician in the discretion of the Company.

Section 2. Benefit. The following days shall be considered as paid holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; day after Thanksgiving, Christmas Day, and 2 Personal Holidays, (effective 2018).

Section 3. Observance. When any of the above holidays falls on a Saturday, said

Saturday holiday shall nevertheless be paid to the employees at their regular day's pay.

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 4. Rate of Pay. All employees shall receive their regular day's pay at their regular rate for the holiday.

Section 5. Holiday Work. All employees who are required to work on a holiday shall be paid double their regular rate of pay in addition to holiday pay. No work shall be performed in any department on New Year's Day, Thanksgiving Day, or Christmas Day. The Sunday before or the Sunday following Labor Day shall be a voluntary work day.

Employees may work on Labor Day on a voluntary basis if requested to do so by the Company, in which event they shall receive double their straight-time rate of pay for all hours worked.

Section 6. 4/10 Workweek. In plants working a 4/10 workweek where the holiday falls on a regular work day, the employees shall have that day off. However, the regular scheduled day off may be worked at straight-time and employees shall receive ten (10) hours pay for the holiday.

Section 7. Holiday Work. Any employee who works on a paid holiday shall be paid at the holiday rate set forth in this Section even though he/she might not otherwise qualify to be paid for the holiday if he/she did not work it.

Section 8. 60-Day Layoff. A layoff of sixty (60) days or less shall not affect an employee's right to holiday pay insofar as the requirement of working one (1) month for the same Company is concerned.

Section 9. Personal Holiday. In addition to the holidays named in Section 2 of this Article, new hires shall receive a personal holiday after thirty (30) consecutive days of employment. Employees will receive a personal holiday in each calendar year following the completion of each twelve (12) month period of uninterrupted service. The personal holiday may be taken at a time mutually agreed upon by the employee and management. Personal holidays may not be carried over to the next year and unused personal holidays will not be paid out. All personal holidays will be paid at the employee's current hourly rate according to their regular work schedule of either eight (8) or ten (10) hours per day.

ARTICLE 14.

VACATIONS

Section 1. Eligibility. Vacation shall accrue weekly from the most recent date of hire for all active employees and will not accrue more than two (2) times their annual vacation benefit. Employees cannot take vacation before it is accrued. A year of employment shall be the twelve (12) months dating from the day the employee first entered upon his or her employment or re-entered after a lapse of employment.

Section 2. Vacation Period. Beginning **October 1**, the Company shall contact employees to determine vacation preferences. After receiving employee requests and following personal discussion with employees, vacation shall be assigned based on seniority by at least **December 31**.

Section 3. Vacation Benefit.

All Employees shall become eligible for a vacation in accordance with the following schedule:

Employees who have complete one (1) year or more but less than three (3) years shall be eligible for one (1) week pay.

Employees who have completed three (3) years of more but less than ten (10) years shall be eligible for two (2) weeks vacation pay.

Employees who have completed ten (10) years or more but less than fifteen (15) years shall be eligible for three (3) weeks vacation pay.

Employees who have completed fifteen (15) years or more shall be eligible for four (4) weeks vacation pay.

Section 4. Rate of Pay. Vacation pay for all regular full-time employees shall be at their regular weekly rates of pay for each week of vacation.

Section 5. Scheduling Restriction. If a holiday falls during an employee's vacation week, the employee is allowed an extra day's vacation or in lieu thereof shall be paid for an extra day. It is understood, however, that vacations will not normally be scheduled for weeks in which a holiday falls because of manpower problems.

Section 6. Vacation Pay at Termination. Any unused vacation accrual balance will be paid out at termination.

ARTICLE 15.

SICK PAY

It is the intent of the Company to follow all state and federal laws with regard to sick pay. Employees with more than one (1) year of continuous employment with the Company shall earn sick leave pay at the rate of one-half (1/2) day pay per month. Sick leave pay shall be accumulative to a maximum of twenty (20) days.

ARTICLE 16.

INSURANCE

Section 1. Insurance Through 12/31/2021. During this period the Company will continue to provide eligible employees with the benefits and the cost arrangements provided for in the 2017 to 2020 Agreement.

Section 2. Insurance Following 12/31/21. The Company will provide eligible employees with medical, dental, and ancillary benefits as outlined below. Employees are eligible for benefits on the first (1st) of the month following sixty (60) days of service.

Section 3. Medical Benefits. During the term of this Agreement, the Company will provide eligible employees with medical benefits.

Effective 1/1/2022, eligible employees electing medical coverage will be provided benefits in accordance with the Aramark Plan 300 Medical Plan.

Section 4. Medical Benefit Costs. Effective 1/1/2022, eligible employees electing medical coverage shall share in the cost of said coverage at the rate of twenty percent (20%) of the applicable cost.

Effective 1/1/2023, eligible employees electing medical coverage shall share in the cost of said coverage at the rate of twenty-five percent (25%) of the applicable cost.

Section 5. Dental Benefits. During the term of this Agreement, the Company will provide eligible employees with dental benefits. Eligible employees electing dental coverage will be provided benefits in accordance with the Aramark Dental Plan.

Specific components of the Aramark Dental Plan and the employee cost share will be determined by the Company annually and offered on the same basis as that offered to

non-bargaining unit employees.

Section 6. Medical and Dental Payroll Deductions. Medical and dental cost share will be deducted on a pre-tax basis through payroll deduction.

Section 7. Ancillary Benefits. During the term of this Agreement, the Company will provide eligible employees with vision, life, and disability benefits. Some of these insurance programs are offered at no cost, some with a shared cost, and some are offered as voluntary insurance programs at the employee's cost when elected.

Specific components of Aramark's ancillary benefits and the employee cost share will be determined by the Company annually and offered on the same basis as that offered to non-bargaining unit employees.

Section 8. General. Benefits and claims procedures will be described in the respective Summary Plan Description (SPD) documents, copies of which will be made available to employees and the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Section 9. Optional Medical Plan. The Company may determine the need to introduce an additional medical plan during the term of the Agreement. Such plan, if introduced, would be more of a minimum benefit plan and offered only as an optional

medical plan for those employees who may choose to enroll in it. The introduction of an optional medical plan will have no effect on the medical plan negotiated with the union. If an optional medical plan is offered, eligible employees will have the option of: 1) enrolling in the negotiated medical plan, 2) enrolling in the optional medical plan, or 3) not electing medical coverage.

The Company will provide the Union advanced notification of its decision to introduce the optional medical plan and communicate the corresponding contributions/cost share amounts. Once introduced, specific components of the optional medical plan and the employee cost share will be determined by the Company annually.

ARTICLE 17.

BULLETIN BOARD

It is agreed that suitable bulletin boards will be installed by the Company near the time clock or another appropriate place. These bulletin boards are also for the use of the Union in posting notices and other official Union matters. An area at least twelve inches by eighteen inches (12" x 18") will be kept clean for exclusive use by the Union.

ARTICLE 18.

SENIORITY

Section 1. In General. Full consideration shall be given to employees' continuous length of service records in making promotions, layoffs, and rehiring after layoffs. In recognition of the Company's responsibility for the efficient operation of the plant, it is understood and agreed that in all cases of increase or decrease of plant forces and in cases of promotion, temporary openings or short term openings the Company shall consider

seniority and ability to perform the work. If ability to perform the work is relatively equal, then seniority shall govern.

Section 2. Department Seniority. Seniority shall be applied on a department by department basis. Protection for long term employees, assigned to new classification of work, shall be the further intent of departmental seniority.

Section 3. Recall from Layoff. All employees who have completed their probationary period and are on the seniority list shall have recall rights. Employees will be eligible for recall for three (3) months after layoff and shall be recalled to an open position provided they are able to perform the duties of the position. If the laid off employee declines an open position that they are qualified to perform, the laid off employee's name will be removed from the recall list and will no longer be eligible for recall. Notice will be provided to the Union. Laid off employees are required to provide the Employer with a current address and phone number. Recall notices will be mailed to the last known address via certified mail.

Section 4. Retention of Seniority. Any employee who was laid off and later rehired, prior to and including the three-hundred and sixty-fifth (365th) day of hire or her date of layoff, shall retain his or her original date of rehire prior to the layoff for all terms and conditions under this Agreement.

Section 5. Job Bidding. A. Open jobs, including Lead Positions shall be posted on the bulletin board for a period of five (5) working days for bid. Employees who have passed their initial probationary period and have not successfully bid for a position within the previous six-month period may express interest in the position by signing the bid

sheet. Non-probationary part-time employees seeking a full-time position also may bid on any posted position.

B. Preference in filling job vacancies will be given to employees who bid for the position on the basis of seniority, provided the employee is qualified for the position or can qualify within two weeks. If there are no bidders on the open job, the Company shall have the right to go to the outside to fill the position.

ARTICLE 19.

TIME RECORDS

Section 1. Requirement. Time records shall be maintained by the Company for all employees for the purpose of recording time worked. These records shall show the actual time the employment begins and ends each day, as well as the time out for meal periods, the hours worked in each day, and the total hours worked for the pay period.

Section 2. Time Clocks. Time clocks with suitable time cards or other adequate timekeeping records shall be provided by the Company. Where time clocks are installed and time cards are to be punched, they must be punched by each individual employee in accordance with the Company's instructions.

Section 3. Incentive Plan. Where an incentive plan is in operation, the Company shall provide the employee with a record of his or her productivity for the day if the plan is on a daily basis, or for the week if it is on a weekly basis. These records may be furnished to the employee by means of a bulletin board or individual reports. All records showing hours of employment, starting and quitting time, and records of productivity where an incentive plan of compensation is in effect, shall be made available to the AmeriPride Bakersfield Production (CBA 0539)

accredited representative of the Union when requested by the Union during regular business hours.

Section 4. Inspection of Records. The Company shall furnish or make available to the Union representative a suitable place for the purpose of inspecting such records, and such records shall not be removed from the business establishment of the Company.

ARTICLE 20.

RETIREMENT

Section 1. Benefit. The Company will move the employees to the Company 401 K Plan effective July 1, 2014. Employees may contribute to the Ameripride Services Inc. Retirement Savings Plan (Section 401(k) Plan) in accordance with the terms of the Retirement Savings Plan. Employees will be eligible to participate in the Company 401(k) plan, including the Company contribution based on years of service, employees pre-tax deferral, and Company match.

ARTICLE 21.

FUNERAL LEAVE

Section 1. Benefit. In the event an employee with at least 90 days of continuous service has a death in his / her immediate family, the Company, upon request will grant such time off, three (3) days with pay inside the State of California. For funerals outside the State of California, the employee will be granted five (5) days off with pay. Employees may also request up to ten (10) additional unpaid days off if the funeral is held outside the United States. These additional days may be taken as vacation or unpaid time off.

Section 2. Definition. For the purposes of this Agreement, the term immediate family shall include: mother, father, mother-in-law, father-in-law, spouse, children (natural or adopted), step-children, brothers, sisters, grandparents, grandchildren and domestic partner.

Section 3. Verification. An employee must be on the current payroll as of the date of the death of the member of the immediate family in order to qualify for the benefit and must notify his supervisor not later than the first (1st) day of such absence. When requested, the employee must furnish proof satisfactory to the Company of the death, the relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.

ARTICLE 22.

DRUG TESTING

The parties agree to use current Company standard operating procedure on drug testing. The Company agrees to provide proposed changes to the Union and negotiate with the Union regarding any such changes in policy prior to implementation.

ARTICLE 23

POLITICAL ACTION COMMITTEE

The Employer shall deduct and transmit to the treasurer of the Western States Regional Joint Board, Workers United the amount specified for each month worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Property Services Civic Engagement Fund (PSCEF).

These transmittals shall occur not later than the 10th day of each month and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 24

HEALTH AND SAFETY

Section 1. General. The Company shall make reasonable provisions to assure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Company to ensure that all supervisors and employees comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tagout, and bloodborne pathogens. Employees shall be provided with applicable safety and health information.

Section 2. Protection from Heat Stress. The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups, to allow easy access by employees for frequent drinking. The Company will continue to provide Gatorade to all employees. The Company shall take all reasonable measures to reduce heat exposure and will consider any recommendations provided by the Safety and Health Committee.

Section 3. Sanitation. Restrooms shall include appropriate lighting and mirrors

and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Handwashing facilities will be made accessible to employees.

Section 4. Protection from Bloodborne Pathogen.

A. Protective Equipment

The Company will review the specific needs of the job and provide the PPE needed to perform the job safely and all employees have an obligation to comply with the general use of PPE anytime they are in all working areas. For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide, appropriate personal protective equipment. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee’s clothes, skin, eyes, or mouth, under normal conditions of use and shall include puncture resistant gloves where needed and practicable. The Company shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

B. Vaccinations

The Company shall offer the Hepatitis B vaccination series to all employees with

potential occupational exposure to blood within ten (10) working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

C. Joint Safety and Health Committee

A Joint Safety and Health Committee (“Committee”) will be established by the Company and the Union, composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Company. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The General Manager or his/her designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour, unless another schedule is adopted by mutual agreement. It is further agreed that in the event the Company is notified that a timely meeting or tour has not been held, the appropriate remedy shall be the scheduling of such meeting and/or tour within fifteen (15) days. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Company will consider all the recommendations from the Committee in

good faith.

D. Safety and Health Related Training

The Company shall provide job safety and health related training as required by Federal, State, and Local regulations. Such training shall take place at intervals that comply with the applicable regulations and standards. It shall be the obligation of all employees to wear and/or utilize appropriate protective equipment provided hereunder when there is a bonafide health and safety requirement that such equipment be worn and provided there is no bonafide medical reason that the employee can not wear or utilize such equipment.

ARTICLE 25

SCOPE OF AGREEMENT

Section 1. Complete Agreement. The parties mutually agree that this contract constitute the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

Section 2. Interpretation. This Agreement has been executed in accordance with the statutes and the laws of the State of California and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of California and of the United States

of America.

Section 3. Waiver. By signing this Agreement the Union and the Company specifically waive their rights to file any claim of any type against the Company or the Union before the National Labor Relations Board, in any state court, in any federal court or in any other forum concerning the negotiations leading to the signing of this Agreement. This waiver on the part of the Union and the Company is in consideration of the Agreement between the parties on all other matters covered by this Agreement. The Union and the Company acknowledge that this waiver is knowing, intelligent and voluntary and covers all claims of any type.

Section 4. Negotiations. The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE 26.

SAVINGS CLAUSE

In the event any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 27.

UNIFORMS

The Company agrees to supply rubber boots for employees that request them and who are working under wet conditions, furnish without cost to the employee any uniform or wearing apparel, designated by him for employees to wear during their hours of duty. If the employee is required to wear specific footwear the Company agrees to furnish without cost to the employee. The Company further agrees to launder and/or clean and finish all parts of such designed uniforms worn by employees while on duty.

ARTICLE 28.

WORKING RULES AND REGULATIONS

Rules and regulations for the conduct of the business such as the Company shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all employees. New rules and/or rule changes in existing rules shall not become effective until fifteen (15) working days after they have been posted, with a copy forwarded to the Union. Such rules and regulations shall be posted in a conspicuous place by the Company, or they may be issued to employees in the form of a manual.

ARTICLE 29

ETHNIC AND CULTURAL ISSUES

Section 1. Language. While English is the language of the workplace, the Company recognizes the right of employees to use the language of their own choice among themselves.

Section 2. Translator. Where there is communication difficulty with a particular

employee, on request the Company will provide a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

Section 3. Discharge or Suspension of Employees Based on Information Regarding their Immigration Status.

In the event that the Company is legally required to suspend or discharge an employee on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the employee shall be given the right reinstatement upon presentation of documentation and/or information establishing his/her right to be employed by the Company. The Company shall provide any such suspended or discharged employee with the following time in which to present such documentation.

Employment of:

Presentation of Documents In:

One Hundred and Eighty (180) Days

Ninety (90) Days

One (1) Year to Five (5) years

Two Hundred and Seventy (270) Days

Over Five (5) Years

Three Hundred and Sixty Five (365) Days

Upon his/her reinstatement, any such employee shall be granted the seniority held by the employee on the date of his/her suspension and/or discharge. If the employee returns within two (2) weeks they will be placed in their former position. If the employee returns after two (2) weeks they will be entitled to any position of their choice for which they are qualified or to displace a probationary employee. If there are no such positions available, the employee shall be placed on layoff status with the rights of any laid-off employee according to seniority.

Section 4. Search or Arrest Warrant. In the event that the Company is served with a validly executed or Arrest Warrant, the Company shall take the following action:

To the extent legally possible, arrange for questioning of employee to occur in a private a setting as possible in their workplace.

Section 5. Excused Absences. The Company shall grant the employees excused absences, where given one (1) week's prior notice for the following purpose:

To attend any appointments by the INS or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Company may require proof of the appointment and proof of family relationship.

Section 6. Company Obligations.

- A. The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.

- B. The Company shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes name address, and social security numbers.

- C. If an employee requests that the Company change his/her records regarding his/her name or social security number, and the Company can lawfully do so, it will do so and change will not prejudice the employee's seniority or other rights

under the agreement.

- D. Should an INS agent demand entry into the Company's premises or the opportunity to interrogate, search, or seize the person or property of any employee, then the Company shall immediately notify the Union by telephone to the Union office.

Section 7. Legal Requirements. The Company's obligations under this section shall be consistent with State and Federal Law.

ARTICLE 30

LABOR –MANAGEMENT COMMITTEE

Section 1. Committee. There is hereby established a Labor –Management Committee. The Committee may be called to order by the Union or the Company. A maximum of three (3) members will be elected by the Union. This process shall not be abused by either party.

Section 2. Advisory Status. It is agreed and understood that this committee acts in a advisory capacity and does not have the authority to change, modify or add to this agreement.

ARTICLE 31.

RESPECT AND DIGNITY

In General: The Company and the Union agree that each employee and representative of

the Company should be treated with respect and dignity. Verbal abuse, threats, or harassment by the Company, Union or any employee will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or Union representative or (ii) where necessary to protect the immediate personal safety or property of employees or the Company or (iii) where another employee is present to translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner. All acts of disrespect shall be subject to the grievance and arbitration procedures.

DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from June 1, 2020 through May 26, 2023.

Section 2. Continuation. This Agreement shall not automatically renew from year to year, but the Agreement shall continue during negotiations for a replacement agreement provided, however, that either party may cancel the Agreement upon giving thirty (30) days' written notice to the other party to the Agreement.

Section 3. Negotiations. After notification is given by either party to the Agreement of a desire to change, modify or amend this Agreement, the other party agrees to begin negotiations at a date and time agreeable to both parties.

Section 4. Should negotiations commence to amend or modify this Agreement the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations until such time as the parties finalize and sign a new Agreement.

SCHEDULE A - WAGES

2020 - 2023 COLLECTIVE BARGAINING AGREEMENT						
JOB TITLE	6/1/2019	6/6/2020	12/12/2020	6/5/2021	12/11/2021	6/11/2022
	Current	\$0.35	\$0.20	\$0.25	\$0.65	\$0.25
STOCKROOM	\$13.55	\$13.90	\$14.10	\$14.35	\$15.00	\$15.25
WASHROOM	\$14.20	\$14.55	\$14.75	\$15.00	\$15.65	\$15.90
PRODUCTION (Flat, Bundling, Mending, Press, Soil and Loaders)	\$13.55	\$13.90	\$14.10	\$14.35	\$15.00	\$15.25

Seniority Increases

Employees shall receive the following non-cumulative compensation based on years of service:

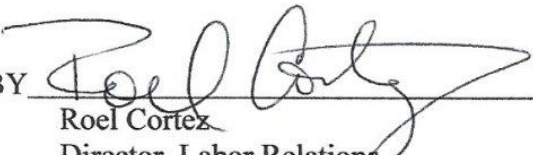
Over twenty (20) years of continuous employment: \$0.10 per hour
 Over thirty (30) years of continuous employment: \$0.15 per hour

Either party may terminate the Agreement during the extension period herein by providing written notice to the other. The Agreement will be deemed terminated fourteen (14) days after such notice of termination is received.

IN WITNESS WHEREOF, the parties have set their hands this 18th day of November, 2020.

AMERIPRIDE SERVICES, Inc.
BAKERSFIELD

Workers United, WESTERN
STATES REGIONAL JOINT BOARD,
LOCAL 75

BY 
Roel Cortez
Director, Labor Relations

BY 
Maria Rivera, Regional Manager
Workers United, WSRJB