

**WESTERN STATES REGIONAL JOINT BOARD,  
WORKERS UNITED-SEIU**

**AMERIPRIDE SERVICES INC  
Phoenix, Arizona**

**COLLECTIVE BARGAINING AGREEMENT**

**January 1, 2021 – December 29, 2023**

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## AGREEMENT

This Agreement, made and entered into this 1<sup>st</sup> day of January 2021 by and between AmeriPride Services Inc, 6025 W. Van Buren, Phoenix, AZ 85043-4548 ("Company" or "Company") and the Local 2732 of the Western States Regional Joint Board, Workers United-SEIU ("Union") is for the purpose of setting forth the agreement between the parties.

## ARTICLE 1 UNION RECOGNITION

**Section 1. Bargaining Unit** The Company recognizes the Union as the bargaining representative for all full-time and regular part-time production employees including shipping and receiving employees and lead workers and excluding all other employees, mechanics, engineers, maintenance, route drivers, office and plant clerical employees, guards and supervisors as defined by the Act and all other 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. Bargaining Unit Work** Supervisors and other non-bargaining unit employees commonly called Temporary employees can perform bargaining unit work as needed including but not limited to training, instruction, peak and busy season, equipment problems, absences, and growth for the purposes of maintaining the business interest of the Company as long as it does not displace or result in the layoff of any regular employee except as a result of cause beyond the control of the Company.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 1. Reservation of Management Rights** All management rights and prerogatives not specifically limited by the express terms of this Agreement shall be retained by management.

**Section 2. Listing of Management Rights** In addition to all of the inherent rights of management, the parties agree that the Company may maintain its past practice of subcontracting bargaining unit work in instances where union employees are not qualified or certified to perform the work in question.

**Section 3. Drug Testing** The Company reserves the right to perform drug and alcohol testing and screening (except random testing).

### **ARTICLE 3** **UNION SECURITY**

**Section 1. Eligibility** All employees shall be eligible for Union membership after qualifying for full employment by completion of the probationary period.

**Section 2. Dues Check off** The Company agrees to deduct regularly weekly dues, initiation and re-admission fees from its employees in the bargaining unit who sign and present to the Company a properly signed authorization form. Such deduction shall be made from the payroll on a weekly basis in which the employee has sufficient net earnings to permit the deduction of the dues, initiation or re-admission fees, providing authorization cards are received by 5:00 P.M. Friday preceding pay day. In the event an employee does not have any pay coming to him or her for the period covered by the payroll period, deduction shall be made from the next pay of the employee which is available for such purpose.

In the event any employee wishes to cancel or revoke a dues check-off authorization and become a non-dues paying union member, the employee may do so by notifying the Company and the Union Business Agent in writing stating they wish to terminate their dues check-off and dues paying member status. Such notification must be received no later than 5:00 PM Friday to affect the next payroll cycle.

The monies deducted by the Company shall be remitted by it to the Local Union on or before the 31st day of the calendar month in which deductions are made, together with a list showing each employee for whom the deduction was made and the amount of such deduction.

**Section 3. PSCEF** The Company shall deduct and transmit to the treasurer of Western States Regional Joint Board, Workers United the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least 7 calendar days prior to the next scheduled pay period, on the forms provided for that purpose by the Property Services Civic Engagement Fund (PSCEF). These transmittals shall occur no later than the fifteenth (15th) calendar day of the following month and shall be accompanied by a list of the name of those

employees for whom such deductions have been made and the amount deducted for each employee.

**Section 4. Voluntary Deductions** The Company agrees to provide voluntary payroll deductions for union members to participate in various benefit programs such as worker's life insurance and credit unions sponsored by Workers United. The Company agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted for their participation in the plan.

**Section 5. Indemnification** The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment as provided for in this Article.

**Section 6. Company Obligations** No obligation is herein assumed by the Company other than to make and pay the deductions for the earnings of Union employees in the manner above provided, as an accommodation to the Union and the Company is hereby discharged of any obligation to settle disputes between its employees and the Union concerning the amounts of such deductions.

#### **ARTICLE 4 WORK STOPPAGES**

**Section 1. Prohibition of Work Stoppages** There shall be no lockouts, strikes, slow downs, work stoppages or interference's with production, including sympathy strikes or boycotts, for any reason whatsoever during the period of this Agreement. No picket lines of any type may be observed during the term 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.

#### **ARTICLE 5 UNION ACTIVITY**

**Section 1. Stewards** It is hereby agreed that the Union may have duly accredited representatives to be known as "Stewards" in each plant, to be selected by the Union.



**A. Number** The Union will notify the Company in writing, the names of the person selected as Stewards.

**B. Duty** It shall be the duty of the Stewards to attempt to the best of their ability to see that the terms, provisions and intentions of the Agreement are carried out and further to handle, with provisions of the Article 6 (Grievance Procedure), such grievances as are referred to them. To accomplish these duties, it is agreed that they will cooperate with management to the fullest extent.

**C. Notice** It is further agreed that Stewards will, before leaving their regularly assigned work to perform such Union duties as specified herein, inform their appropriate supervisor or Plant Manager.

**D. Nondiscrimination** The Company agrees that there shall be no discrimination against Stewards.

**Section 2. Union Visitation** The Business Agent or duly designated representative of the Union shall be allowed to visit the Phoenix Plant of the Company upon prior notice at any time during working hours after 7:30 am. Any such Union Representatives shall first present themselves at the Company's office to announce their presence and will sign in. While in production areas the Union Representative must be accompanied by a representative of the Company, and shall wear the appropriate Personal Protective Equipment (PPE) required of all visitors, follow and obey all branch safety rules and regulations and shall not unduly interfere with the production process. The Company shall, if possible, make available to the Union a non-work area, such as the cafeteria, in order for the Union to hold meetings with employees during non-work time.

**Section 3. Union Bulletin Board** The Company shall provide one (1) bulletin board for the exclusive use of the Union, which shall be placed near the employees' time clock or in a place to be mutually agreed upon by the parties. Materials posted will concern union elections and reports and other official union business but no offensive materials will be posted.

**Section 4. Union Orientation** 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.

**ARTICLE 6**  
**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 or the Union on behalf of a bargaining unit member.

**Section 2. Grievance Form** In reducing a grievance to writing, the Union Steward will utilize the Local 2732 grievance form and fill out sections. Failure to complete all sections of the grievance form will result in the denial of the grievance.

**Section 3. Employee Grievances**

**Step 1** A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall first be discussed between the employee(s) and/or a union steward (at the employee's request) and the immediate supervisor of the employee(s) in question in an attempt to settle the grievance. This discussion must take place within seven (7) calendar days of the event that serves as the basis for the grievance.

**Step 2** A grievance not settled in Step 1 which the bargaining unit member or the Union wish to pursue *further* shall be initiated promptly and at least within seven (7) calendar days after receipt of the answer provided for in Step 1 above. The written appeal in this step shall be provided to the Production Manager who shall then have seven (7) calendar days to respond to the grievance in writing.

**Step 3** A grievance not settled in Step 2 which the bargaining unit member or the union wish to pursue *further* shall be initiated promptly and at least within seven (7) calendar days after receipt of the answer provided for in Step 2 above. The appeal in this step shall be filed in writing with the General Manager, who shall then have seven (7) calendar days to respond to the grievance in writing.

**Mail** In the event any of the appeals or answers provided for in this section is given by mail, the date of postmark shall be considered to be the date of filing of the grievance, grievance appeal or answer.

**Section 4. 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 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. If the responding party fails to respond on time after the additional facts are presented, the grievance will be awarded to the grievant. The time limits and/or steps listed in this Article maybe extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.

**Section 5. 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) calendar days after receipt of the final answer provided for in the grievance procedure. The party seeking arbitration shall request a list of names from the Federal Mediation and Conciliation Service. Following receipt of such list, the moving party shall strike a name from the list followed by the responding 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 6. Power of Arbitrator** The Arbitrator shall decide the grievance in question based upon the written grievance filed pursuant to the grievance procedure and shall limit the decision to the evidence supplied by the parties at the hearing and relevant case law precedent. The Arbitrator shall not have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and such decision shall be final and binding upon the parties provided that the arbitrator shall comply with the limitations set forth in this Article. The arbitrator shall have no authority to compel pre-hearing discovery.

**Section 7. Arbitration Hearing** The Arbitrator shall set a hearing at an appropriate time and place and shall hear such evidence and the testimony and consider such matters as may be material, and shall as promptly as possible, reach a decision.

**Section 8. Arbitration Expenses** The losing party shall be responsible for the expenses and fees of the Arbitrator and all associated costs designated under this Article.

**ARTICLE 7**  
**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. Dignity** The Company, the Union and the Employees will treat one another with dignity and respect.

**Section 4. Union Membership** The Company and the Union agrees not to discriminate against dues paying or non-dues paying employees on account of membership or non-membership in the Union or lawful activities on behalf of the Union.

**Section 5. ADA Compliance** The Company agrees to notify the Union of any proposed accommodation for bargaining unit employees and to bargain with the Union about any such accommodations which involve wages, hours or working conditions. The Company also agrees to notify the Union of any accommodations requested by bargaining unit employees. In return, the Union agrees to waive its right to file any unfair labor practice charges concerning the Company's direct discussions with employees (required by the A.D.A.) 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 A.D.A.

**Section 6. Harassment** The Company and the Union agree that it is violation of this contract for any bargaining unit employee to be harassed based upon membership in any of the protected classes listed in Section 1 of this Article.

**ARTICLE 8**  
**HOURS OF WORK**

**Section 1. Schedule** The hours of work will be established by management and notice will be given to employees. A normal workweek shall consist of forty (40) hours in five (5) consecutive days Monday through Friday at eight (8) hours per day, or, in cases where a paid holiday falls during the week, the normal workweek shall consist of four (4) days at eight (8) hours per day or thirty-two (32) hours. The hours of work will be established by management and

notice will be given to employees by posting a notice one (1) week in advance of any permanent or long term change to the employee's schedule, not including overtime notices, with notification to the Union.

In the event a new schedule is established working Tuesday – Saturday the Company will provide senior employees preference to consider the new schedule, and then request a list of volunteers then assign new positions in reverse seniority. Employees will have two (2) consecutive days off. For the purpose of payroll the workweek shall begin on Sunday and end on Saturday.

**Section 2. Schedule Change** A one-week notice will be provided for a change in work schedule.

**Section 3. Standby Pay** Any employee required to standby on the Company's premises shall be paid their applicable rate of pay for the standby time.

**Section 4. Overtime Pay** Employees working beyond forty (40) hours in any one workweek shall be paid overtime pay at a rate of one and one-half (1-1/2) times the regular hourly rate of pay of such employee. Notice will be given by 8:00am the day of, in the event that overtime is needed. No employees will be required to work on a holiday unless due to an emergency or an Act of God.

**Section 5. Overtime Work** When the Company requires overtime work, volunteers from the department will be the first sought. If additional employees are needed, they will be selected by seniority from a voluntary daily overtime list posted in the plant. If there are insufficient volunteers to meet the needs, employees will be assigned overtime in reverse plant seniority.

## **ARTICLE 9 PROBATIONARY PERIOD**

New employees hired by the Employer 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. employee's seniority shall commence the first day of his/her employment providing he/she remains beyond ninety (90) calendar days.

## **ARTICLE 10 LAYOFFS**

**Section 1. Notice** In the event of a layoff, the Company must give the employee being laid off one (1) week's notice or one (1) week's salary, unless the layoff is the result of an Act of God.

**Section 2. Procedure** Layoffs shall be by seniority by department. The Company will first ask for volunteers. If the number of volunteers is not sufficient, the Company will layoff employees by lowest seniority. The least senior employee shall be laid off first and the most senior employee shall be recalled to work first, within the department job classification

**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 **one (1) year** 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. Failure to return from layoff in three (3) calendar days from receipt of the recall letter shall result in termination. Laid off employees are required to provide the Company with a current address and phone number. Recall notices will be mailed **via certified mail** to the last known address.

**Section 4. Departments** The Departments referred to in this Article and the job classifications within each Department are as follows:

- A. General Laundry
- B. Soil/Wash
- C. Janitorial
- D. Stockroom

## **ARTICLE 11** **SENIORITY**

**Section 1. Definition** Seniority shall be defined as length of continuous service with the Company from the employee's most recent date of hire. Seniority rights shall be exercised as provided for in this Article. Any employee reporting for military service of our country shall retain his seniority during his absence in accordance with the provisions of federal law.

**Section 2. Accumulation** The seniority of an employee shall accumulate during the course of his employment as prescribed in the following regulations:

- A. Each new employee shall have a probationary period. The discharge of a probationary employee during the probationary period is not a matter for the grievance procedure. Upon completion of the probationary period, seniority shall date from the last date of hire.
- B. Any employee reporting for military service of our country shall retain his seniority during his absence in accordance with the provisions of federal law.

**Section 3. Layoff** Loss Any employee shall lose seniority and shall be considered terminated if he/she:

- A. Quits
- B. Terminated
- C. Is absent for three (3) consecutive workdays without notifying his/her supervisor
- D. Does not return to work after the expiration of a leave of absence or vacation, except for good cause and has promptly notified the Company of such cause
- E. Is laid off for the recall period or fails to accept ~~to~~ an open position that they are qualified to perform, both of which are outlined in Article 10.

**Section 4. Return** If an employee is transferred out of the bargaining unit and returns within six (6) months, he/she shall return with his seniority.

**Section 5. Disputes** Any questions concerning seniority rights of an employee shall be jointly worked out between the Company and the Union through the grievance procedure.

**Section 6. Stewards** Shop Steward(s) shall be retained over other more senior employees only if they have the experience and ability to perform the specific job that remains.



**Section 7. List** A seniority list including name, address, job title, and current rate of pay shall be furnished to the Union upon request. The seniority list, excluding addresses and pay rates shall be posted annually on the Union bulletin board.

**Section 8. Job Assignment** Whenever a job opening occurs in a classification covered by this Agreement, the Company shall extend the opportunity of promotion to all employees by posting the open position. Employees shall have three (3) working days from the date of job posting to indicate interest in the position. The Company shall promote or fill the aforementioned position based upon the length of service, the employee's competency and general ability. If no current employee is qualified for the job, the Company shall have the right to hire a new employee.

## **ARTICLE 12** **HEALTH AND SAFETY**

**Section 1. In General** The Company shall make reasonable provisions to ensure 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 which will be observed including those addressing hazard communications, lockout/tagout, and blood borne pathogens. Employees shall be provided with applicable safety and health information.

**Section 2. Protective Equipment** The Company shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage or negligence. Personal Protective equipment shall include (but not limited to) gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious/hazardous materials to pass through the employee's clothes, or reach the skin, eyes, or mouth, under normal conditions of use. Failure to wear or use appropriate protective equipment may result in discipline.

**Section 3. 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.



Also, in hotter months when the temperature normally rises above 90 degrees Fahrenheit, the Company shall provide a drink supplement (such as electrolyte enhanced beverage or water) in adequate quantities to last all day. The Company shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced work loads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

**Section 4. Ergonomics Program** The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.

**Section 5. Sanitation** Restrooms shall include appropriate lighting, 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 temporary closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.

**Section 6. Vaccinations** The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within ten (10) calendar days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed the employee is immune, or the vaccine is contraindicated for medical reasons.

**Section 7. Joint Safety and Health Committee** A Joint Safety and Health Committee ("Committee") will be established by the Company and the Union, composed of 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 safety hazards throughout the facility. The Plant Safety Officer 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 will meet at least once a month and will make a monthly plant safety tour. 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 of the recommendations from the Committee in good faith.

**Section 8. 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 regulation or standard.

**ARTICLE 13**  
**SCOPE OF AGREEMENT**

**Section 1. Complete Agreement** The parties mutually agree that this contract and any side letters thereto constitute the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersede 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 Arizona and the federal laws of 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 Arizona and the Federal laws of the United States of America.

**ARTICLE 14**  
**VACATION**

**Section 1. Eligibility** Employees who have been continuously employed for a period of twelve (12) consecutive months shall be eligible for paid vacation benefits.

**Section 2. Benefit** Employees who have been continuously employed for a period of twelve (12) consecutive months shall receive forty (40) hours of vacation with pay. Employees who have been employed continuously for a period of three (3) years or longer shall receive eighty (80) hours vacation with pay. Employees who have been employed continuously for a period of fifteen (15) years or longer shall receive one hundred and twenty (120) hours of vacation with pay. Employees who have completed twenty (20) years of employment will receive one hundred and sixty (160) hours of vacation.

**Section 3. Vacation Pay at Termination** Any unused vacation accrual balance will be paid out at termination.

**Section 4. Vacation Usage** Paid vacation time can be used in minimum increments of eight (8) hours for one (1) week of the employee's vacation allotment. Any additional vacation must be taken in forty (40) hour increments.

**Section 5. Scheduling** Vacation scheduling shall begin November 1<sup>st</sup> of each year in order to accommodate all employees' vacation requests. The process for vacation scheduling will be dictated by department by seniority: General Laundry, Stockroom, Wash Aisle and Janitorial.

The most senior employee in each department will choose vacation first; he/she may choose all of their vacation in continuous weeks or a portion of their earned vacation. If they choose a portion of their earned vacation, they will then return to the bottom of the list and have an opportunity to pick vacation weeks when it is their turn, this will repeat until all earned vacation requests have been exhausted.

Available vacation week will be based on the number of total weeks of all employees and the blackout weeks due to holidays. Vacation time must be approved in advance by management within four (4) working days of the employee's request.

**Section 6. Vacation Pay** Vacation time off is paid at the employee's current hourly pay rate at the time of vacation. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials. Vacation pay will not be counted as hours worked for the purposes of calculating overtime.

**Section 7. Vacation Accrual** Vacation shall accrue weekly from the most recent date of hire for all active employees. An employee cannot accrue more than two (2) times his/her annual vacation benefit and cannot take vacation before it is accrued.

## **ARTICLE 15** **HOLIDAYS**

**Section 1. Benefit** Bargaining unit employees will be paid for the following named holidays not worked, or if the holiday falls on a Sunday, for the day generally celebrated for the occasion:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Work performed on any of said holidays shall be paid for at the employee's straight time rate, in addition to the holiday pay.

**Section 2. Eligibility** Eligibility for holiday pay shall be determined by the following conditions:

- A. Probationary Period** The employee must have completed the probationary period.
- B. Scheduled Workdays** The employee must work the regularly scheduled workday before and the regularly scheduled workday after such holiday.
- C. Illness** In the event an employee calls in sick the day before or the day after a holiday, the Company may request the employee submit a physician's statement before the Company will approve payment for the holidays.

**Section 3. Paid Time Off** If a recognized holiday falls during an employee's paid time off absence (e.g. vacation), the employee will be paid for the holiday at the current straight time hourly rate in addition to, the vacation day.

**Section 4. Personal Holiday** Employees who have completed their probationary period will be eligible for one (1) Personal Holiday per calendar year. The Personal Holiday **shall be used prior to December 1<sup>st</sup>** and on a day that is mutually agreed upon by the employee and management. The Personal Holiday may not be carried over to the next year and unused Personal Holidays will not be paid out.

**Section 5. Holiday Pay** Eligible employees will receive eight (8) hours of holiday pay at the employee's current hourly rate. Paid time off for holidays will not be counted as hours worked for the purposes of calculating overtime.

## **ARTICLE 16 REPORTING AND CALL-IN PAY**

**Section 1. Reporting Pay** Any employee who has not been notified by bulletin board announcement posted prior to the end of his or her previously scheduled shift or otherwise notified prior to his/her next regular shift and who nevertheless reports to work on time for that shift shall be guaranteed four (4) hours consecutive work during such shift or receive four (4) hours straight time pay (which pay shall not be counted as time worked for the purpose of computing overtime) provided:

- A.** The employee has provided the company with a current address and telephone number at which the employee or the responsible member of his/her family can be reached;
- B.** The Company is not prevented from providing work due to fire, flood, storm, disaster, or other acts of nature.

**Section 2. Call-In Pay** Employees who are called in to work during hours not contiguous with their regular shift or schedule shall be provided four (4) hours worked or the alternative pay.

**Section 3. Intermittent Periods of Work** There shall be no intermittent period of unemployment during any one day except for breakdown. In cases of breakdown, the Reporting Pay and Call-In provisions of this Article shall apply and furthermore, if employees are 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, they shall be paid for such time.

## **ARTICLE 17** **FUNERAL LEAVE**

**Section 1. Benefit** An employee who has six (6) months or more of seniority status shall be granted a maximum of three (3) days funeral leave with pay for the purpose of attending the funeral of an immediate family member. The Employee must notify his/her supervisor no later than the first (1st) day of such absence. When requested, the employee will furnish documentation from one of the following: newspaper, funeral home, or place of bereavement service. Pay will be at the employee's current hourly rate for hours regularly scheduled and actually lost and will not be counted as hours worked for the purposes of calculating overtime.

**Section 2. Benefit Extension** Appropriate extension of bereavement leave on an unpaid basis, shall be granted for up to thirty (30) calendar days for employees who need to leave the country to plan and attend a funeral. Employees taking the extended bereavement leave will be required to use available vacation and personal holiday pay before unpaid leave.

**Section 3. Definition** "Immediate family" is defined as the employee's spouse, legally defined domestic partner, parents, child, sibling, or grandparents and the employee's spouse's parents, child, sibling, or grandparents.

## **ARTICLE 18** **UNPAID LEAVE OF ABSENCE**

**Section 1. Family Medical Leave Act** The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993. The Company reserves its option to require that paid leave be substituted for unpaid leave under such statute or that paid leave taken under the terms of this contract be counted against the unpaid leave entitlements under such statute. It is the intent of the Company to at all times be in compliance

with applicable state and federal laws. If any of the language in this Article becomes obsolete due to changes in state and federal laws, the parties agree to change the language of this Article to conform to the applicable state or federal law change.

**Section 2. Leave of Absence** Employees may be granted a leave of absence for a period of up to six (6) months for inability to work due to a work related illness or injury and is to run concurrently as per Article 18 Section 1 Should employee not qualify for FMLA, Unpaid Leave may be granted.

- A. If an employee, while on a medical leave of absence, accepts other employment, without written permission of the company, his employment shall be terminated effective the last day worked.
- B. If the leave of absence is for on-the-job injury, it shall continue until the employee is found to be, by an authorized treating physician, able to return to work or incapacitated for further work in the branch.
- C. An employee who returns from a leave of absence for a work related illness or injury within six (6) months will retain their seniority and return to the same or similar job and shift with the appropriate pay rate for that job provided they are able to perform the job and as their seniority would provide.

**Section 3. Military Leave** A Military leave of absence shall be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA)

**Section 4. Special Union Leave** Employees covered by this contract shall be eligible for a special leave for union purposes. Requests for such leave shall be given in writing to the Company seven (7) calendar days before the leave is scheduled to begin unless the Company determines such notice will interrupt production in which event a twenty-one (21) calendar day notice will be required. If the union requests that more than one employee per branch be on such special leave at one time, only one leave will be automatically granted and the rest will be by mutual agreement. No such special leave may exceed one hundred-eighty (180) calendar days. During such special leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Company shall have no obligation to pay wages, 401k, insurance plan costs, holidays or other paid leaves beyond thirty (30) calendar days of such leave. Any such payments, costs and contributions made shall be reimbursed to the Company by the Union.



**ARTICLE 19**  
**JURY DUTY PAY**

If an employee is summoned to serve on the jury on his regular scheduled workday, the employee shall receive the difference in his regular rate of pay and the amount received for jury duty. In order to be eligible for this compensation, the employee shall furnish to the Company a written statement from the court clerk showing he was summoned and also the amount received for jury duty.

**ARTICLE 20**  
**VOTING**

**Section 1. Benefit** The Company and the Union agree that it is important and proper for all employees eligible to vote, be permitted to do so. Therefore, the Company agrees that on election days, employees who are registered voters will be permitted time off to vote at times determined by local management to be convenient and in the best interest of those involved.

**ARTICLE 21**  
**UNIFORMS**

**Section 1. In General** The Company agrees that if any employee is required to wear any kind of a uniform, such uniform shall be furnished and maintained by the Company, free of charge, at the standard required by the Company. Associates are required to participate in programs to facilitate the maintenance of uniforms.

**Section 2. Returns** At termination of employment, individuals must return all uniforms in their possession. All employees in the bargaining unit will be required, as a condition of employment, to sign an authorization form allowing for a deduction from wages for any uniforms not returned to the Company.

**ARTICLE 22**  
**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 2018 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 23** **RETIREMENT**

**Section 1. Retirement Benefits** 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, employee pre-tax deferral, and Company match.

Retirement savings benefits may be provided either through the AmeriPride Services Inc. Retirement Savings Plan or any other plan selected by the Company. It is acknowledged by the Union that the Company reserves the right in its sole and unlimited discretion to alter, modify, terminate, freeze or change the benefits and the benefit eligibility criteria in said Plan, or any other plan selected by the Company. However, the employees covered under this Agreement shall be entitled to receive, during the term of this Agreement, benefits equal to the uniform scale of benefits provided under said retirement savings program or any plan selected by the Company.

It is acknowledged by the Union that the benefits now provided under the plan, or which may be provided at any time hereafter, will not be the subject of negotiations between the parties to this contract, now or at any time in the future.

**Section 2. Eligibility** Eligibility for benefits under the Plans shall be determined by the provisions of the Plans as those may change from time to time.

**Section 3. Retirement Plans** The retirement plans (the "Plans") in which the bargaining unit Employees may participate, subject to meeting the eligibility requirements of those Plans, are: The AmeriPride Services, Inc. Pension Plan and the AmeriPride Services Inc. Retirement Savings (401(k)) Plan. The terms and conditions of those Plans are described in the Summary Plan Descriptions ("SPDs") which are available to the bargaining unit Employees covered by this Agreement. The terms of the most recent SPD shall control.

**ARTICLE 24**  
**REST PERIODS**

**Section 1. Regular Schedule** There shall be one (1) fifteen (15) minute rest period and one (1) twenty (20) minute rest period for regular schedule employees.

**ARTICLE 25**  
**ETHNIC DIVERSITY AND CULTURAL ISSUES**

Where there is a communication problem with a particular employee, on request, the employee will be permitted to call upon a translator of his or her choice for assistance, including a Union representative.

**ARTICLE 26**  
**LEGALITY**

Should any part hereof or any provision herein contained be rendered or declared illegal by reasons of any existing or subsequently enacted legislation or by decree or a court of competent jurisdiction or an unfair labor practice by final decision of the National Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to impair or abridge the right of either party hereto to appeal the court decree or decisions of the National Labor Relations Board.

**ARTICLE 27**  
**AMENDMENTS AND SUPPLEMENTS**

Amendments or supplements to the Agreement shall be by mutual agreement of the parties hereto, shall be reduced to writing, and shall be executed on behalf of the parties hereto. Any written amendments or supplements, which may

be agreed upon, shall become and be a part of this Agreement, unless otherwise expressly provided in such amendments or supplements.

**ARTICLE 28**  
**SICK PAY**

The Parties agree to comply with the provisions of the Arizona sick leave law.

**ARTICLE 29**  
**PROGRESSIVE DISCIPLINE**

Employees are required to meet standards of performance and conduct established by AmeriPride Services, Inc., and individual managers / supervisors. A manager / supervisor may take the following actions when employees are not meeting the established performance or conduct standards; work improvement discussion, verbal warning, suspension and termination. Warning notices shall be issued in writing with a copy to the Union. A copy of all such warning notices shall be forwarded to the Union, within five (5) calendar days via email to the local union office [wsrjb@wsrjb.org](mailto:wsrjb@wsrjb.org). Once twelve (12) months has elapsed from the date of issuance of a notice, with no further violation, said notice will be considered null and void.

Progressive discipline is not required or appropriate in every situation. Based on the situation, AmeriPride Services, Inc. reserves the right to discipline and discharge without utilizing the outlined progressive discipline process. Further, AmeriPride Services, Inc. may choose to begin the disciplinary process at any one of the steps or to combine or skip steps in the process and proceed on a more accelerated timetable. All discipline is subject to Article 6 Grievance and Arbitration Procedure.

**ARTICLE 30**  
**DURATION**

Term: This Agreement and all of its provisions shall take effect on the 1st day of January, 2021, unless otherwise specifically provided, and shall remain in effect through the 29th day of December, 2023.

It shall continue in effect from year to year thereafter unless notice is given in the manner provided below.

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

Should negotiations commence to amend or modify this Agreement the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations until such time as the parties finalize and sign a new Agreement. Either party may terminate the Agreement during the extension period herein by providing written notice to the other. The Agreement will be deemed terminated thirty (30) days after such notice of termination is received.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative 16<sup>th</sup> day of March 2021.

**AmeriPride Services Inc.**  
Phoenix, Arizona

By:   
Roel Cortez  
Director, Labor Relations

**Worker United, Western States**  
Regional Joint Board, SEIU

By:   
Maria Rivera  
Regional Manager

**AMERIPRIDE SERVICES INC  
PHOENIX, ARIZONA BRANCH  
AND  
WORKERS UNITED**

**COLLECTIVE BARGAINING AGREEMENT**

**January 1, 2021 – December 29, 2023**

**ATTACHMENT A - PAY GRID**

DEPARTMENT NUMBER – DEPARTMENT NAME AND JOB TITLE	STARTING RATE
<b>Dept. 11 - Soiled Linen</b>	
1. Soil Counter (sorting, counting and recording of soiled goods by type)	
2. Belt Operator (sorting soiled work from conveyor or removing from tables and placing in bins or basket trucks by types )	\$13.00
3. Lift Operator ( moving trucks to storage adjacent to wash department)	
4. Utility	
<b>Dept. 21 - Wash Dept.</b>	
1. Washman	\$14.00
2. Dryer Operator	
<b>Dept. 41 General Laundry</b>	
1. Lead Worker	
A. Each ironer	
B. Dryfold	
2. Feeder/Folder/Shaking-Presort	\$13.00
3. Mat Roller	
4. Dryfold-Towels/Gowns/Folding	
5. Utility (fill load cart)	
<b>Dept. 51 General Laundry</b>	
1. General Laundry (sort, hang, press)	
2. Garment Hanger/Folder	\$13.00
3. Press Operator	
4. Garment Sort	
<b>Dept. 61 General Laundry</b>	
1. General Laundry (sort, wrap)	
2. Garment Tic Out/Bundling	\$13.00
3. Route Distribution / Flatwork	
<b>Dept. 71 General Laundry</b>	
1. General Laundry (mend)	\$13.00
<b>Dept. 111 -Stockroom</b>	
1. General Laundry (tag, mend, rag, grade, check-in garments; place/remove clips)	\$13.00
<b>Dept. 181 Janitorial</b>	
1. Janitor	\$13.00

**1. Lead Workers** Lead workers, shall be paid an additional \$0.25 per hour. The Employer reserves the right to pay an additional amount at its sole discretion.

**2. Annual Increases** Current employees employed as of the effective date of this agreement shall receive a \$0.30 per hour increase January 2, 2021; a \$0.35 per hour increase effective January 1, 2022; a \$0.35 per hour increase January 7, 2023.

Year 1 increases will include retroactive payment for all hours worked since effective date for all active employees upon ratification of agreement.