

**AMERIPRIDE UNIFORM SERVICES**  
Fresno, California Branch

and

**Workers United**  
**Western States Regional Joint Board, Local 75**

**COLLECTIVE BARGAINING AGREEMENT**

**August 1, 2020 – July 28, 2023**

## TABLE OF CONTENTS

	PAGE
AGREEMENT.....	1
<b>ARTICLE 1. <u>UNION RECOGNITION</u></b>	
<u>Section 1. Bargaining Unit</u> .....	1
<u>Section 2. Exclusion of Supervisors</u> .....	1
<u>Section 3. New Classifications</u> .....	2
<u>Section 4. Bargaining Unit Work</u> .....	2
<u>Section 5. Temporary Workers</u> .....	2
<b>ARTICLE 2. <u>MANAGEMENT RIGHTS</u></b>	
<u>Section 1. Reservation of Management Rights</u> .....	3
<u>Section 2. Listing of Management Rights</u> .....	3
<u>Section 3. Recognition of Management Rights</u> .....	3
<b>ARTICLE 3. <u>WORK STOPPAGES</u></b>	
<u>Section 1. Prohibition of Work Stoppages</u> .....	4
<u>Section 2. Union Obligations</u> .....	4
<u>Section 3. Individual Discipline</u> .....	4
<u>Section 4. Picket Lines</u> .....	5
<b>ARTICLE 4. <u>GRIEVANCE AND ARBITRATION PROCEDURE</u></b>	
<u>Section 1. Definition</u> .....	5
<u>Section 2. Grievance Form</u> .....	5
<u>Section 3. Employee Grievances</u> .....	5
<u>Section 4. Company Grievances</u> .....	7
<u>Section 5. Time Limits</u> .....	7
<u>Section 6. Time Computation</u> .....	7
<u>Section 7. Selection of Arbitrator</u> .....	8
<u>Section 8. Power of Arbitrator</u> .....	8
<u>Section 9. Arbitration Decision</u> .....	8
<u>Section 10. Arbitration Expenses</u> .....	9
<u>Section 11. Work Stoppage Arbitration Procedure</u> .....	9
<u>Section 12. Excluded Matters</u> .....	9
<b>ARTICLE 5. <u>NONDISCRIMINATION</u></b>	
<u>Section 1. Prohibition of Discrimination</u> .....	10
<u>Section 2. Gender References</u> .....	10

<u>Section 3. A.D.A. Compliance</u> .....	10
ARTICLE 6. <u>UNION MEMBERSHIP</u>	
<u>Section 1. Requirement</u> .....	11
<u>Section 2. New Employees</u> .....	11
<u>Section 3. Nondiscrimination</u> .....	11
<u>Section 4. Company Discretion</u> .....	11
<u>Section 5. Notification</u> .....	12
<u>Section 6. Termination</u> .....	12
<u>Section 7. Posting</u> .....	12
<u>Section 8. Dues Deduction</u> .....	12
<u>Section 9. Indemnification</u> .....	13
ARTICLE 7. <u>HOURS OF WORK</u>	
<u>Section 1. Workweek</u> .....	13
<u>Section 2. Overtime</u> .....	14
<u>Section 3. Holiday Weeks</u> .....	15
<u>Section 4. Full Scheduled Workweeks</u> .....	15
<u>Section 5. Meal Period</u> .....	15
<u>Section 6. Minimum Weekly Guarantee</u> .....	16
<u>Section 7. Show Up Pay</u> .....	16
<u>Section 8. Utility Employees</u> .....	16
<u>Section 9. Intermittent Periods of Work</u> .....	17
ARTICLE 8. <u>PROBATIONARY PERIOD</u> .....	17
ARTICLE 9. <u>WAGES</u>	
<u>Section 1. Pay Grid</u> .....	18
<u>Section 2. Pay Period</u> .....	18
<u>Section 3. Lunch Period</u> .....	18
<u>Section 4. Rest Periods</u> .....	18
<u>Section 5. Work Related Injury</u> .....	18
<u>Section 6. Transitional Work</u> .....	19
<u>Section 7. Incentive Work</u> .....	19
<u>Section 8. Minimum Wages</u> .....	20
<u>Section 9. Retention of Prior Wage Rates</u> .....	20
<u>Section 10. Temporary Transfers</u> .....	20
ARTICLE 10 <u>DISCIPLINE AND DISCHARGE</u>	
<u>Section 1. Immediate Discharge</u> .....	21

<b>ARTICLE 11. <u>UNION REPRESENTATIVES</u></b>	
<u>Section 1. Union Visitation</u> .....	21
<u>Section 2. Shop Steward</u> .....	22
<u>Section 3. Nondiscrimination</u> .....	22
<u>Section 4. Employee Union Business</u> .....	23
<b>ARTICLE 12. <u>UNPAID LEAVES OF ABSENCE</u></b>	
<u>Section 1. Sick Leave</u> .....	23
<u>Section 2. Family Leave and Medical Leave Act</u> .....	23
<u>Section 3. Health and Welfare Benefits</u> .....	24
<u>Section 4. Return to Work</u> .....	24
<u>Section 5. Notification to Union</u> .....	24
<u>Section 6. USSERA</u> .....	24
<u>Section 7. Unpaid Leave of Absence</u> .....	24
<b>ARTICLE 13. <u>HOLIDAYS</u></b>	
<u>Section 1. Eligibility</u> .....	24
<u>Section 2. Benefit</u> .....	25
<u>Section 3. Observance</u> .....	25
<u>Section 4. Rate of Pay</u> .....	25
<u>Section 5. Holiday Work</u> .....	25
<u>Section 6. 4/10 Workweek</u> .....	26
<u>Section 7. Holiday Work</u> .....	26
<u>Section 8. 60 Day Layoff</u> .....	26
<u>Section 9. Personal Holiday</u> .....	26
<b>ARTICLE 14. <u>VACATIONS</u></b>	
<u>Section 1. Vacation Period</u> .....	27
<u>Section 2. Amount of Vacation</u> .....	27
<u>Section 3. Rate of Pay</u> .....	28
<u>Section 4. Scheduling Restriction</u> .....	28
<u>Section 5. Vacation Pay at Termination</u> .....	28
<u>Section 6. Discipline</u> .....	28
<u>Section 7. Partial Days</u> .....	28
ARTICLE 15 <u>SICK LEAVE</u> .....	29
ARTICLE 16. <u>INSURANCE</u> .....	29
ARTICLE 17. <u>BULLETIN BOARD</u> .....	31



ARTICLE 18. <u>SENIORITY</u>	
<u>Section 1. In General</u> .....	31
<u>Section 2. Department Seniority</u> .....	31
<u>Section 3. Retention of Seniority</u> .....	31
<u>Section 4. Recall from Layoff</u> .....	32
<u>Section 5. Distribution of Overtime</u> .....	32
<u>Section 6. Job Bidding</u> .....	32
 ARTICLE 19. <u>TIME RECORDS</u>	
<u>Section 1. Requirement</u> .....	33
<u>Section 2. Time Clocks</u> .....	33
<u>Section 3. Incentive Plan</u> .....	33
<u>Section 4. Inspection of Records</u> .....	33
 ARTICLE 20. <u>RETIREMENT</u>	
<u>Company 401 K</u> .....	33
 ARTICLE 21. <u>FUNERAL LEAVE</u> .....	34
 ARTICLE 22. <u>SCOPE OF AGREEMENT</u>	
<u>Section 1. Complete Agreement</u> .....	34
<u>Section 2. Interpretation</u> .....	35
<u>Section 3. Waiver</u> .....	35
<u>Section 4. Negotiations</u> .....	35
 ARTICLE 23. <u>SAVINGS CLAUSE</u> .....	35
 ARTICLE 24. <u>UNIFORMS</u> .....	35
 ARTICLE 25. <u>WORKING RULES AND REGULATIONS</u> .....	36
 ARTICLE 26. <u>DRUG TESTING POLICY</u> .....	36
 ARTICLE 27. <u>RESPECT AND DIGNITY</u> .....	37
 ARTICLE 28. <u>HEALTH AND SAFETY</u>	
<u>Section 1. Protection from Heat Stress</u> .....	37
<u>Section 2. Joint Safety and Health Committee</u> .....	37
<u>Section 3. Health and Safety</u> .....	38
<u>Section 4. Protective Equipment</u> .....	38
<u>Section 5. Sanitation</u> .....	38
<u>Section 6. Protection from Bloodborne Pathogens</u> .....	38
<u>Section 7. On-The-Job Injury</u> .....	39
<u>Section 8. Related Training</u> .....	39

ARTICLE 29. <u>Immigration</u> .....	39
ARTICLE 30. <u>Property Service Civic Engagement Fund</u> .....	40
ARTICLE 31. Duration.....	40
ATTACHMENT A - PAY GRID .....	42

## AGREEMENT

This Agreement by and between AmeriPride Uniform Services, Fresno, California Branch, 1050 W. Whites Bridge Ave., Fresno, California 93775 (hereinafter referred to as "Company") and Workers United, Western States Regional Joint Board, Local 75, 1102 Q Street, Suite 100, 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 by the Company at its Fresno, 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 after 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.

Section 5. Temporary Workers. The use of temporary employees shall not displace regular bargaining unit employees or positions (except in cases where a temporary is staffing a regular position and the Company is making a bona fide effort to hire an employee for the position). The maximum number of temp employees will be 10 workers. When overtime is needed in a department or when there is an opportunity to leave early, regular bargaining unit employees in that department will be offered overtime or the opportunity to leave early before such opportunity is afforded to temporary employees. The Company will notify the Union as to the number of temporary employees working at the facility. Such temporary employment will be for a fixed period of time or as a method of hiring full time employees (temp to perm). In no case will the period of time be greater than 60 days. For seniority purposes any temp to perm conversion will use original start date as a temp as the date of hire if the employment has been continuous.

## 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 including drug tests for any employees receiving medical treatment for an on-the-job injury; 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 Fresno 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, using the Local 75 Grievance Form, the following information should 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 substantially

comply with this Section shall 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 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/Stockroom 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, the parties shall promptly meet and attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator 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 and court reporter 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. 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 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 in good standing 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. When new or additional employees are needed by the Company, the Company shall first notify the Union of the number of employees and classifications needed in order that they may be interviewed. If the Union is unable to furnish an applicant for the vacancy requested by the Company, the Company shall have the right to hire from outside sources.

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. The Union in referring applicants, and the Company to hiring any employee, shall give

preference of employment to applicants previously employed in this industry in the local area in which they apply for work.

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. The 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, Monday through Friday, 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 one of the above workweeks or an alternate workweek 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.

For 4/10, the fifth (5th) day shall be the employee's regular scheduled day off. (This day may be in the middle of the week, Monday and Tuesday, Wednesday off, Thursday and Friday.)

The sixth (6th) day shall be the first (1st) day following the employee's regular scheduled workweek.

The seventh (7th) day shall be the second (2nd) day following the employee's regular scheduled workweek.

Section 2. Overtime. It is the intent of the Company to follow state and federal laws regarding 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 10:00 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 at straight time rates. Any shift starting between the hours of 10:00 a.m. to 2:00 p.m. shall be designated the second (2nd) shift, and employees working such second (2nd) shift shall be paid a premium of five cents (5¢) per hour for all work performed. Any shift starting between 2:00 p.m. to 6:00 p.m. shall be designated the third (3rd) shift, and employees working such third (3rd) shift shall be paid a premium of ten cents (10¢) per hour for all work performed. Any shift starting between 6:00 p.m. and 11:00 p.m. shall be designated the fourth (4th) shift, and employees working such fourth (4th) shift shall be paid a premium of fifteen cents (15¢) per hour for all work performed. Any shift starting between 11:00 pm and 4:59 am shall be designated the fifth shift and employees working such shift shall be paid a premium of ten (\$0.10) cents 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. In the event the Company wants employees to work on a paid holiday, the employees shall be notified two (2) days preceding the holiday.

A straight-time second shift, full or part-time, may be scheduled Monday through Friday. No employees covered by this Collective Bargaining Agreement on the date of ratification will work these shifts unless they do so voluntarily.

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 shall be guaranteed a minimum of thirty-four (34) 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.

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 four (4) 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, 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) non-consecutive 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, 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 hired by the Company shall be considered on probation for the first ninety (90) 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. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond ninety (90) 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 over nine hours are entitled to an additional ten (10) minute break.

Section 5. Work Related Injury. Any employee injured in the performance of his/her duties, requiring time off during the first day of 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. The Company will handle all

leaves of absence due to Work Related Injuries in accordance with all federal and state laws and regulations.

Section 6. 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.
- It is further agreed that Ameripride workers that are not part of the bargaining unit may be assigned to perform light duty work through Transitional Work assignment for which members of Local 75 will not suffer any loss of hours of employment. Transitional Work for non-bargaining unit workers will not exceed thirty (30) calendar days.

Section 7. Incentive Work. At the option of the Company, an incentive plan may be established or modified in the sole and complete discretion of the Company from time to time during the life of this Agreement, provided that a thirty (30) day written notice in advance of implementation is provided to the union for approval, which approval by the union shall not be unreasonably withheld. The elimination of such plan shall not be subject to negotiations between the parties, but may be eliminated by the Company in its sole and complete discretion by providing a thirty (30) day written notice in advance of such elimination to the union.

Section 8. 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. The Company will comply with the State laws in regards to Minimum Wage.

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 adopting 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 for all hours worked 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 that may include an unpaid suspension and 4) termination. A copy of all such warning notices shall be forwarded to the Union within five (5) working days. No arbitrator shall expand or reduce the requirements of this Article.

Section 1. Immediate Discharge. It is understood that the following events and events of similar gravity shall result in immediate discharge. No arbitrator 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 in dealing with supervisors or co-workers.

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.

## ARTICLE 11.

### UNION REPRESENTATIVES

Section 1. Union Visitation. The Business Agent or duly designated representative of the Union shall be allowed to visit the Company at any time during working hours. Any such Union Representatives shall first present themselves at the Company's office to announce their presence and sign in the visitor log. While on Company property, the Union representative will follow and obey all branch safety rules and regulations (including wearing appropriate PPE) and shall not unduly interfere with work in progress. If the business agent needs to access the production area, he/she must be accompanied by a representative of the Company.

Authorized representatives of the Union shall be allowed to visit the Company's plant during working hours and shall have the right to examine the timecards and paychecks for work performed by any employee of the bargaining unit by scheduling an appointment. Sign up new employees for Union membership during employee break times 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 Stewards. Two (2) Shop Stewards, named by the Union from among employees

working in said plant, shall be allowed to take applications for membership in the Union from new employees, investigate grievances and act as union representatives in grievance meetings and other meetings where the presence of “union representatives” is authorized under this Agreement. They may be assisted in such activities by authorized representatives from the Union referred to in Section 1 of this Article if their workload dictates.

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.

Section 4. Employee Union Business. An employee shall be allowed time off without pay for the purpose of attending arbitration, NLRB hearings, Company and Union meetings and Union conventions. Any employee desiring such leave shall provide advance notice to the Company of not less than five (5) working days. The Company shall have the right to place a limit of two (2) employees absent at any given time for Union business so that such absences do not unreasonably interfere with the Company’s operations.

## ARTICLE 12.

### UNPAID LEAVES OF ABSENCE

Section 1. Sick Leave. Provided the employee has at least one (1) year of service and has worked 1250 hours in the previous twelve (12) months, no employee 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. Leave of Absence will run concurrent with FMLA and is not in addition FMLA. No benefits earned or paid by the Company will be paid by the Company after FMLA period is completed. The Company must return the employee to an available position ~~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.

Section 2. Family and Medical Leave Act. The Family and Medical Leave Act of 1993 creates an entitlement for employees who fulfill eligibility criteria to leaves of absence from work for up to 12 weeks (480 hours) in a rolling 12 month period for the birth or adoption of a child, for their own serious health conditions or to provide family care for up to 12 weeks (480 hours) in a rolling 12 month period.

Section 3. Health and Welfare Benefits. Company and employee contributions for health and welfare benefits shall continue for the duration of the Family and Medical Leave and employees shall remain eligible for benefits.

Section 4. Return to Work. Employees returning from leave under the Family Medical Leave Act (FMLA) or eligible leave under State Law shall be returned to the same or equivalent job and rate of pay.

Section 5. Notification to Union. When Family Leave is granted to an employee, the Company shall provide the Union with information necessary for benefits continuation and other administrative responsibilities related to the Family and Medical Leave Act of 1993.

Section 6. "USSERA." The Company will comply with USSERA – Uniformed Services Employment and Reemployment Rights Act.

Section 7. Unpaid Leave of Absence. Unpaid leaves of absence for a personal emergency shall be granted in writing and shall not be unreasonable denied. Said leave will not be in excess of thirty (30) calendar days.

ARTICLE 13.

HOLIDAYS

Section 1. Eligibility. . Employees must have been employed for at least thirty (30) consecutive days in order to be eligible for holiday pay. (moved from the end of section) An employee must have worked the three (3) work days immediately preceding and the two (2) days 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 and Christmas Day.

Section 3. Observance. When one (1) of the first seven (7) holidays referred to above falls on a Saturday, which is outside the regular workweek, Monday through Friday, said Saturday holiday shall nevertheless be paid to the employees at their regular day's pay. When any of the first seven (7) holidays referred to above fall on a Sunday, the following Monday shall be observed as the holiday.

Section 4. Rate of Pay. All eligible employees shall receive either eight (8) or ten (10) hours holiday pay at their regular hourly rate.

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 eligible 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 active 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. Employees who have completed thirty (30) days of continuous employment will be eligible for one (1) Personal Holiday per calendar year. Employees with twenty (20) years of service will be eligible for a second (2<sup>nd</sup>) Personal Holiday per calendar year. Personal holidays may be taken at a time mutually agreed upon by the employee and Management. Time off will be approved for a maximum of scheduled associates off at a time, Stockroom (1), Production (4), and Washroom (1). Personal Holidays may not be carried over to the next year and unused personal holidays will not be paid out to employees.

#### ARTICLE 14.

#### VACATIONS

Section 1. Vacation Period. Vacation periods shall be from January 1st to December 31st, and will be



drawn for in order of seniority and given as drawn.

Section 2. Amount of Vacation. Vacation shall accrue weekly from the most recent date of hire for all active employees according to the schedules in this section. Employees will not accrue more than two (2) times their annual vacation benefit and cannot take vacation before it is accrued.

Employees hired before January 1, 2005:

Employees who have completed one (1) year of employment shall be entitled to one (1) week's vacation with pay as set forth in Section 5 of this Article.

Employees who have completed three (3) years of employment shall be entitled to two (2) weeks' vacation with pay as set forth in Section 5 of this Article.

Employees who have completed seven (7) years of employment shall be entitled to three (3) weeks' vacation with pay as set forth in Section 5 of this Article.

Employees who have completed twelve (12) years of employment shall be entitled to four (4) weeks' vacation with pay as set forth in Section 5 of this Article.

Employees hired after January 1, 2005:

Employees who have completed one (1) year of employment shall be entitled to one (1) week's vacation with pay as set forth in Section 5 of this Article.

Employees who have completed three (3) years of employment shall be entitled to two (2) weeks' vacation with pay as set forth in Section 5 of this Article.

Employees who have completed ten (10) years of employment shall be entitled to three (3) weeks' vacation with pay as set forth in Section 5 of this Article.

Employees who have completed fourteen (14) years of employment shall be entitled to four (4) weeks' vacation with pay as set forth in Section 5 of this Article.

Section 3. Rate of Pay. Vacation pay for all regular full-time employees shall be at either eight (8) or ten (10) hours per day / forty (40) hours per week at their regular hourly rate of pay.

Section 4. Scheduling Restriction. If a holiday falls during an employee's vacation week, the employee 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.

Vacation time must be utilized during the calendar year.

Section 5. Vacation Pay at Termination. Any used vacation accrual balance will be paid out at termination.

Section 6. Discipline. Employees not returning to work as scheduled following completion of vacation shall be subject to discipline.

Section 7. Partial Days. In the event the employee has a scheduled pre-approved appointment or family emergency that requires the employee to miss part of a scheduled workday, the employee will have the option of either being paid or not paid for the missing time with any accrued vacation time.

#### ARTICLE 15.

#### SICK LEAVE

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 four (4) hours per month. Sick leave pay shall be accumulative to a maximum of two hundred forty (240) hours sick pay.

#### 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 maintained 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, seniority shall govern, provided that the senior employee has the ability to perform the work required.

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. Retention of Seniority. Any employee who was laid off and later rehired, prior to and including the three hundred sixty-fifth (365th) day of hire or 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 4. 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 hundred sixty-five days 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 Company with a current address and phone number. Recall notices will be mailed to the last known address.

Section 5. Distribution of Overtime. When the Company requires overtime work in a department, such overtime will be assigned on a seniority basis, with volunteers first within the department, then from outside the department, then by inverse order within the department if there is an insufficient number of volunteers. The Company will post a sign-up sheet for volunteers. The sheet will only apply and be used for the day the overtime is posted.

Section 6. Job Bidding.

A. Open jobs shall be posted on the bulletin board for a period of three (3) 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 timecards or other adequate timekeeping records shall be provided by the Company. Where time clocks are installed and timecards 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 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

Effective August 1, 2014 the employees will move to the Company 401 K Plan.

#### ARTICLE 21.

##### FUNERAL LEAVE

Employees who have completed the probationary period shall be allowed time off to attend the funeral of a member of his/her immediate family defined as mother, father, spouse, sister, brother, child, adopted child, grandparents, grandchildren, mother-in-law and father-in-law and registered domestic partner, for a period up to three (3) days if funeral is held within the State of California and up to five (5) days outside the State of

California. In both cases, up to three (3) of these days shall be paid at the employee's regular rate of pay times eight (8) hours. Pay will be for the hours regularly scheduled and actually lost by the employee. Employees can request to use one (1) accrued vacation day to attend the funeral of an aunt or uncle, niece or nephew.

Employee may also request up to five (5) additional unpaid days off if the funeral is held outside the United States. Personal holiday and accrued vacation, if available, shall be used for all additional time requested. In all cases, the Company may require proof of death.

## ARTICLE 22.

### SCOPE OF AGREEMENT

Section 1. Complete Agreement. The parties mutually agree that this Contract constitutes 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 specifically waives its right to file any claim of any type against the Company before the National Labor Relations Board, in any state court, in any federal court or in any other forum concerning negotiations leading to the signing of this Agreement. This waiver on



the part of the Union is in consideration of the Agreement between the parties on all other matters covered by this Agreement. The Union acknowledges 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 23.

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 24.

UNIFORMS

The Company agrees to 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 Company requires the employee to wear specific footwear then the Company will reimburse the employee twenty-five (\$25.00) dollars every six months. The Company further agrees to launder and/or clean and finish all parts of such designated uniforms worn by employees while on duty.

ARTICLE 25.

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 had 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. The Company will make every effort to ensure employees understand new rules and regulations before they are implemented.

ARTICLE 26.

DRUG TESTING POLICY

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 27.

RESPECT AND DIGNITY

The Company and the Union agree that each employee, representative of the Company and Union Representative should be treated with respect and dignity. Verbal abuse, threats, or harassment by employees, managers, ~~or~~ supervisors, or Union Representatives 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 for 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 procedure.

## ARTICLE 28.

### HEALTH AND SAFETY

Section 1. Protection from Heat Stress. The Company will continue to maintain the amenities such as cold water drinking fountains, ice machine, swamp coolers for comfort in hot weather months and will continue to allow loose comfortable clothing.

Section 2. Joint Safety and Health Committee. A Joint Safety and Health Committee (“Committee”) will be established by the Company and the Union, composed of two (2) members of the bargaining unit selected by the Union and up to two (2) members of management selected by the Company. The member from the plant will be the Shop Steward. The Committee shall be organized to provide assistance in identifying and eliminating potential safety 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 may 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 the recommendations from the Committee in good faith.

Section 3. Health and Safety. 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 associates 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 4. 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. Appropriate respiratory protection will be made available to all continuous roller towel employees.

Section 5. Sanitation. Restrooms shall include appropriate lighting, mirrors, floor mats and will be stocked with 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. Hand washing facilities will be made accessible to employees.

Section 6. Protection from Bloodborne Pathogens. 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. This shall include (but is 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 materials to pass through to or reach the employee’s clothes, skin, eyes, or mouth, under normal conditions of use. 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.

Section 7. On-the-Job Injury. All injuries no matter how minor must be reported by the employee to his/her immediate supervisor, immediately upon occurrence.

Section 8. Related Training. The Company shall provide 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. All trainings should be done to accommodate all employees to fully understand.

#### ARTICLE 29.

##### IMMIGRATION

The Company shall grant employees absences when given one week's prior notice to attend any appointments scheduled 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. The employee will have up to one (1) week unpaid leave but any additional days need to be used as vacation time to cover leave.

#### ARTICLE 30.

##### PROPERTY SERVICE CIVIC ENGAGEMENT FUND

The Company agrees to deduct and transmit to the treasurer of Workers United Western States Regional Joint Board, SEIU Local 75 Property Service Civic Engagement Fund (PSCEF) the amount specified for each week worked from wages of those employees who voluntarily authorized such contributions. This transmittal shall occur no later than the twentieth (20) day of the following month and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee. 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 deductions of money for any of the aforementioned deductions 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 31.

DURATION

Term: This Agreement and all of its provisions shall take effect on the 1<sup>st</sup> day of August 2020, unless otherwise specifically provided, and shall remain in effect through the 28th day of July, 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 fourteen (14) days after such notice of termination is received.

IN WITNESS WHEREOF, the parties have set their hands this 21<sup>st</sup> day of October, 2020.

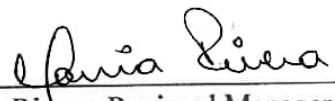
AMERIPRIDE UNIFORM SERVICES  
Fresno, California Branch

BY

  
Roel Cortez  
Director, Labor Relations

Western States Regional Joint Board,  
Local 75

BY

  
Maria Rivera, Regional Manager  
Workers United, WSRJB

AMERIPRIDE UNIFORM SERVICES  
Fresno, California Branch

ATTACHMENT A - PAY GRID\*

	<b>Current</b>	<b>(\$0.40)</b>	<b>(\$0.40)</b>	<b>(\$0.30)</b>
<b>Classification:</b>	<b>8/1/19</b>	<b>8/1/20</b>	<b>7/31/21</b>	<b>7/30/22</b>
<b>Washroom</b>	\$ 14.75	\$15.15	\$15.55	\$15.85
<b>Stockroom</b>	\$ 14.44	\$14.84	\$15.24	\$15.54
<b>General Production</b>	\$14.39	\$14.79	\$15.19	\$15.49
<b>Janitor/Groundskeeper</b>	\$14.49	\$14.89	\$15.29	\$15.59

**New Hire.**

Effective June 1, 2014 new employees will be hired at \$1.00 less than the wage scale for the job title. Employees will be eligible for the yearly wage increase.

Effective July 30, 2022, all new hires shall be hired at the classification wage rate according to the pay grid above and any current employee making less than the classification wage rate shall be brought up to their respective wage rate.

**Seniority Increases**

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

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