

AGREEMENT

By and Between

AMERIPRIDE SERVICES, LLC
LOS ANGELES, CALIFORNIA

AND

Workers United
WESTERN STATES REGIONAL JOINT BOARD,
LOCAL NO. 52

COLLECTIVE BARGAINING AGREEMENT

AUCA CBA No. 0532

January 29, 2022 – January 31, 2025

Table of Contents

AGREEMENT.....	1
ARTICLE 1. UNION RECOGNITION.....	1
Section 1.1 Bargaining Unit.....	1
Section 1.2 Exclusion of Supervisors.....	1
Section 1.3 Supervisor Definition/Limitation.....	1
ARTICLE 2. BREAKDOWNS - INTERMITTEN PERIODS OF IDLENESS.....	1
Section 2.1 In General.....	1
Section 2.2 Definition.....	1
Section 2.3 Pay During Breakdowns.....	2
Section 2.4 Requirement.....	2
ARTICLE 3. BULLETIN BOARD.....	2
Section 3.1 Designation.....	2
Section 3.2 Materials.....	2
ARTICLE 4. CALL-IN TIME.....	2
Section 4.1 Call-In Pay.....	2
Section 4.2 Regular Work Day.....	2
ARTICLE 5. DISCHARGE.....	2
Section 5.1 In General.....	2
Section 5.2 Notification.....	3
ARTICLE 6. DUES DEDUCTIONS.....	3
Section 6.1 Dues Checkoff.....	3
Section 6.2 Recovery.....	3
Section 6.3 Indemnification.....	3
ARTICLE 7. EMPLOYEE DONATIONS.....	3
Section 7.1 In General.....	3
Section 7.2 Political Action Committee.....	3
Section 7.3 Credit Union.....	4
Section 7.4 Indemnification.....	4
ARTICLE 8. ETHNIC DIVERSITY AND CULTURAL ISSUES.....	4
Section 8.1 Language.....	4
Section 8.2 Translator.....	4
Section 8.3 Discharge or Suspension of Employees Based on Information Regarding their Immigration Status.....	4
Section 8.4 Search or Arrest Warrant.....	5
Section 8.5 Excused Absences.....	5
Section 8.6 Employer Obligations.....	5
Section 8.7 Legal Requirements.....	5
ARTICLE 9. GRIEVANCE AND ARBITRATION PROCEDURE.....	5
Section 9.1 Definition.....	5
Section 9.2 Grievance Form.....	5
Section 9.3. Employee Grievances.....	6
Section 9.4 Time Limits.....	6
Section 9.5 Selection of Arbitrator.....	7
Section 9.6 Power of Arbitrator.....	7
Section 9.7 Arbitration Decision.....	7
Section 9.8 Arbitration Expenses.....	7
Section 9.9 Excluded Matters.....	7
ARTICLE 10. GUARANTEED WORK WEEK.....	7
Section 10.1 Guarantee.....	7
Section 10.2 Voluntary Time Off.....	8
Section 10.3. Work Interruption.....	8
Section 10.4. Part-Time Employees.....	8

ARTICLE 11. HOLIDAYS.....	8
Section 11.1 Benefit.....	8
Section 11.2 Personal Day/Employee Anniversary.....	Error! Bookmark not defined.
Section 11.4 Re-Hired Employee.....	8
Section 11.5 Holiday Work Week.....	8
Section 11.6 Holiday Pay.....	8
Section 11.7 Friday Holiday.....	9
Section 11.8 Employee Absence.....	9
Section 11.9 Monday Holiday.....	9
ARTICLE 12. LEAVES OF ABSENCE.....	9
Section 12.1 Seniority.....	9
Section 12.2 Vacation Accrual.....	9
Section 12.3 Accumulation.....	9
Section 12.4 Industrial Accident / Illness.....	9
Section 12.5 Notification.....	9
Section 12.6 Federal and State Law.....	10
Section 12.7 Military Leave.....	9
Section 12.8 Substitution.....	10
Section 12.9 Funeral Leave.....	10
Section 12.10 LOA.....	10
Section 12.11 Jury Duty.....	10
Section 12.12 Union Leave.....	10
Section 12.13 Family-School Partnership Act.....	10
ARTICLE 13. INCENTIVES - PIECE WORK.....	11
Section 13.1 Incentive Program.....	11
ARTICLE 14. INSPECTION OF RECORDS.....	11
Section 14.1 Records Review.....	11
ARTICLE 15. LABOR-MANAGEMENT COMMITTEE.....	11
Section 15.1 Committee.....	11
Section 15.2 Advisory Status.....	11
ARTICLE 16. MANAGEMENT RIGHTS.....	11
Section 16.1 Reservation of Management Rights.....	11
Section 16.2 Inherent Management Rights.....	12
Section 16.3 Drug Testing.....	12
ARTICLE 17. INSURANCE.....	12
ARTICLE 18. NONDISCRIMINATION.....	14
Section 18.1 Prohibition of Discrimination.....	14
Section 18.2 Gender References.....	14
Section 18.3 Union Membership.....	14
Section 18.4 A.D.A. Compliance.....	14
ARTICLE 19. PAY DATE.....	15
Section 21.1 Wage Payment.....	15
ARTICLE 20. PRE-EXISTING WORKING CONDITIONS AND BENEFITS.....	15
Section 20.1 In General.....	15
ARTICLE 21. PROBATIONARY PERIOD.....	15
Section 21.1 In General.....	15
ARTICLE 22. REGULAR AND PART-TIME EMPLOYEES.....	15
Section 22.1 In General - Regular Employees.....	15
Section 22.2 Notice.....	15
Section 22.3 In General - Part-Time Employees.....	15
Section 22.4 Requirement.....	16
Section 22.5 Part-Time Shift.....	16
ARTICLE 23. RESPECT AND DIGNITY.....	16
Section 23.1 In General.....	16
ARTICLE 24. REST PERIODS.....	16
Section 24.1 Definition.....	16

ARTICLE 25. SAFETY.....	16
Section 25.1 In General.....	16
Section 25.2 First-Aid Kit.....	16
Section 25.3 Safety Program.....	17
ARTICLE 26. SAVINGS CLAUSE.....	18
Section 26.1 In General.....	18
ARTICLE 27. SCOPE OF AGREEMENT.....	18
Section 27.1 Complete Agreement.....	18
ARTICLE 28. SENIORITY.....	19
Section 28.1 Definition.....	19
Section 28.2 Loss of Seniority.....	19
Section 28.3 Recall from Layoff.....	19
Section 28.4 Transfers.....	19
Section 28.5 Job Bidding.....	18
ARTICLE 29. SHIFTS.....	20
Section 29.1 Rates.....	20
ARTICLE 30. SICK PAY.....	20
Section 30.1 Benefit.....	20
Section 30.2 Definition.....	20
Section 30.3 Integration of Leave.....	20
Section 30.4 Unused Sick Leave.....	21
Section 30.5 Accumulation.....	21
Section 30.6 Waiver Provision.....	19
ARTICLE 31. STEWARDS.....	21
Section 31.1 In General.....	21
Section 31.2 Notice.....	21
ARTICLE 32. WORK STOPPAGES.....	22
Section 32.1 Prohibition of Work Stoppages.....	22
Section 32.2 Union Obligations.....	22
ARTICLE 33. SUCCESSORS.....	22
Section 33.1 In General.....	22
ARTICLE 34. TIME RECORDS.....	22
Section 34.1 Requirement.....	22
Section 34.2 Retention.....	22
Section 34.3 Records.....	22
ARTICLE 35. TRANSFERS.....	22
Section 35.1 Employee Transfer.....	22
Section 35.2 Permanent Transfer.....	23
ARTICLE 36. UNIFORMS.....	23
Section 36.1 Furnishing of Uniforms.....	23
Section 36.2 Care of Uniforms.....	23
ARTICLE 37. UNION MEMBERSHIP.....	23
Section 37.1 In General.....	23
Section 37.2 New Hires.....	23
Section 37.3 Openings.....	23
Section 37.4 Notification to Union.....	23
Section 37.5 Employment Acknowledgment Forms.....	23
Section 37.6 No Violation.....	23
ARTICLE 38. UNION VISITATION.....	24
Section 38.1 In General.....	24
ARTICLE 39. VACATION.....	24
Section 39.1 Eligibility.....	24
Section 39.2 Vacation Pay.....	24
Section 39.3 Vacation Period.....	24
Section 39.4 Vacation Selection.....	24
Section 39.5 Termination.....	25

Section 39.6	Change in Ownership.....	25
ARTICLE 40.	WAGES.....	25
Section 40.1	Pay Grid.....	25
Section 40.2	Lead Person.....	25
Section 40.3.	Job Classifications.....	25
ARTICLE 41.	WORKERS COMPENSATION RETURN TO WORK.....	25
ARTICLE 42.	WORKING HOURS AND OVERTIME.....	25
Section 42.1	Schedule.....	25
Section 42.2	Four-Day Work Week.....	26
Section 42.3	4/40 Schedule.....	26
Section 42.4	5/40 Schedule.....	26
Section 42.5	Notice.....	26
Section 42.6	Lunch Period.....	26
Section 42.7	Holiday Pay.....	26
Section 42.8	Holiday Schedule.....	26
Section 42.9	Mutual Agreement.....	27
Section 42.10	Payment of Overtime.....	27
ARTICLE 43.	WORKING RULES.....	27
Section 43.1	Employer Rules.....	27
Section 43.2	New Rules.....	27
ARTICLE 44.	DURATION.....	27
Section 44.1	Contract Term.....	28
Section 44.2	Automatic Renewal.....	28
Section 44.3	Automatic Extension.....	25
ATTACHMENT A -	PAY GRID.....	30

AGREEMENT

This Agreement by and between AmeriPride Services, LLC, 5950 Alcoa Avenue, Vernon, California 90054 (hereinafter referred to as "The Company") and Workers United, Western States Regional Joint Board, Local No. 52, 920 South Alvarado, Los Angeles, California 90006 (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.

ARTICLE 1. UNION RECOGNITION

Section 1.1 Bargaining Unit. The Company recognizes the Union as the bargaining representative for all production Employees employed by The Company at its 5950 Alcoa Avenue, Vernon, California Branch, exclusive of supervisors, office clerical employees, and all other employees.

Section 1.2 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 1.3 Supervisor Definition/Limitation. A supervisor, as defined by the National Labor Relations Board is a person immediately in charge of and directing covered Employees. A supervisor may do bargaining unit work, in cases of emergencies or for training purposes; however, in no event may they work more than four (4) hours in any one (1) day.

ARTICLE 2. BREAKDOWNS – INTERMITTEN PERIODS OF IDLENESS

Section 2.1 In General. There shall be no intermittent periods of idleness during any one (1) day, except for breakdowns. In case of breakdown, Employees shall be paid during the day breakdown occurs, unless ordered to punch out; and, if ordered to return to work at a stated time, and repairs are not completed, they shall be paid from the time they are ordered to work until actual work begins.

Section 2.2 Definition. "Breakdown" shall be defined as the inability of an Employer to operate his plant because of any condition beyond The Company's control; such as, but not limited

to, an act of God, a fuel or power shortage, lack of supplies, earthquake, equipment malfunction, an act of Government or other similar causes.

Section 2.3 Pay During Breakdowns. 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 at their classification rate.

Section 2.4 Requirement. Employees required to work on a voluntary basis beyond their regular quitting time as a result of a breakdown shall be paid straight time their hourly rate of pay for all hours worked past their regular quitting time. A shift premium in addition to time and one-half (1-1/2) shall not be paid for any hours worked past their regular quitting time unless the work performed in any one (1) day is more than eight (8) hours or ten (10) hours based on their regular work schedule.

ARTICLE 3. BULLETIN BOARD

Section 3.1 Designation. The Company shall provide a separate bulletin board for the use of the Union for posting of official notices. The bulletin board shall be at least two feet (2') by three feet (3') and shall be placed in a conspicuous location as close to the time clock as practicable.

Section 3.2 Materials. Materials posted shall concern elections, meetings, reports and other official Union business or notices of social and recreational activities, but no materials will be posted of a political nature; nor shall any materials derogatory to The Company or other employees be posted. All material posted on the bulletin board shall either be on Union stationery or otherwise authenticated and shall be authorized on its face by an officer of the Union.

ARTICLE 4. CALL-IN TIME

Section 4.1 Call-In Pay. All regular and part-time Employees ordered for work on any day, who report for work on that day, shall receive no less than four (4) hours' pay at the employee's current hourly rate, except as hereinafter provided in case of breakdown, Article 2.

Section 4.2 Regular Work Day. An Employee who reports for work on a regular work day and who was not officially informed by The Company not to report on that particular day shall be considered as ordered to work.

ARTICLE 5. DISCHARGE

Section 5.1 In General. It is understood and agreed that the right to discipline or discharge for just cause shall rest in the discretion of The Company. No Employee shall be discharged, except in the case of gross misconduct, without first receiving a verbal warning, written warning

notice followed by a disciplinary layoff of up to three (3) calendar days within a twelve (12) month period. Should no offense occur in the twelve (12) months following the warning notice and/or disciplinary layoff, the notice shall be declared null and void. All warning notices shall remain in an employee's file indefinitely, but will be ineffective as it relates to disciplinary action after 12 months. Notwithstanding the above, no prior warning notice or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but is not limited to: theft, embezzlement, deliberate violation of posted Employer rules, bringing, selling or using illegal drugs and/or alcohol in the plant or on Employer property or starting a fight. Violation of the above basic rules shall constitute just cause for discharge without redress. No Grievance Board or Arbitrator shall have the right or power to change or contest the appropriateness of the penalty meted out by The Company as a result of the violation of these rules.

Section 5.2 Notification. When any disciplinary action is taken, and there is a Shop Steward in the plant, the Steward should be present when the disciplinary action is given to the employee. A copy of the notice shall be sent to the Union office within five (5) calendar days.

ARTICLE 6. DUES DEDUCTIONS

Section 6.1 Dues Checkoff. The Company shall deduct from the pay of all Employees covered by this Agreement all Union dues, initiation fees and re-initiation fees upon receiving written authority from each Employee authorizing such deductions. Such deductions thus made shall be forwarded to Local No. 52 not later than the tenth (10th) of each month for which the deductions are made.

Section 6.2 Recovery. In any suit brought by the Union against The Company to collect Union dues, initiation fees and re-initiation fees that The Company withheld from the Employee's earnings, the Union shall be entitled to recover the fees and dues, interest on the amounts recovered, reasonable attorneys' fees and cost of the suit.

Section 6.3 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. EMPLOYEE DONATIONS

Section 7.1 In General. Employees' donations or charitable contributions shall be voluntary.

Section 7.2 Political Action Committee. The Company shall deduct and transmit to the treasurer of Workers United Western States Regional Joint Board, Committee of Political Education (COPE) that amount specified for each week worked from the wages of those

employees who voluntarily authorize such contributions at least seven (7) days prior to the next scheduled pay period, on the forms provided for that purpose by the Western States Regional Joint Board. These transmittals shall occur no later than the 15th day of the following month, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 7.3 Credit Union. The Company agrees to provide voluntary payroll deductions for union members to participate in the 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.

Section 7.4 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 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 8. ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 8.1 Language. While English is the language of the workplace, The Company recognizes the right of employees to use the language of their own choice among themselves.

Section 8.2 Translator. Where there is communication difficulty with a particular employee, on request The Company will provide a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

Section 8.3 Discharge or Suspension of Employees Based on Information Regarding their Immigration Status. In the event that The Company is legally required to suspend or discharge an employee, on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the employee shall be given the right to reinstatement upon presentation of documentation and/or information establishing his/her right to be employed by The Company. The Company shall provide any such suspended or discharged employee with the following time in which to present such documentation.

Employment Of:

One Hundred and Eighty (180) Days
One (1) year to Five (5) years
Over Five (5) Years

Presentation of Documents In:

Ninety (90) Days
Two Hundred and Seventy (270) Days
Three Hundred and Sixty-Five (365) Days

Upon her/his reinstatement, any such employee shall be granted the seniority held by the employee on the date of her/his suspension and/or discharge. If the employee returns within two (2) weeks, they will be placed in their former position. If the employee returns after two weeks, they will be entitled to any open position of their choice for which they are qualified or to displace a

probationary employee. If there are no such positions available, the employee shall be placed on layoff status with the rights of any laid off employee according to seniority.

Section 8.4 Search or Arrest Warrant. In the event that The Company is served with a validly executed Search or Arrest warrant, The Company shall take the following action:

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

Section 8.5 Excused Absences. The Company shall grant employees excused absences with the requirement of using any available accrued vacation time, where given one (1) weeks' prior notice for the following purpose:

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.

Section 8.6 Employer Obligations.

- A. The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.
- B. The Company shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes name, addresses and social security numbers.
- C. If an employee requests that The Company change her/his records regarding his/her name or social security number, and The Company can lawfully do so, it will do so and change will not prejudice the employee's seniority or other rights under the Agreement.
- D. Should an INS Agent demand entry into The Company's premises or the opportunity to interrogate, search, or seize the person or property of any employee, then The Company shall immediately notify the Union by telephone to the Union office.

Section 8.7 Legal Requirements. The Company's obligations under this Section shall be consistent with State and Federal law.

ARTICLE 9. GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1 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 or interpretation of the terms of this Agreement.

Section 9.2 Grievance Form. In reducing a grievance to writing, the Union and employees will utilize the Local 52 grievance form and complete all sections. Failure to complete the form will result in the dismissal of the grievance.

Section 9.3. Employee Grievances.

- A. 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 or the Employee and the union steward (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 ten (10) working days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall then have ten (10) working days to respond to the grievance and to give an answer to the bargaining unit member.
- 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 seven (7) calendar days after receipt of the answer provided for in Step 1 above. The order of further appeal of the grievance shall be as follows:
- a. Production Manager.
 - b. General Manager.

In each instance, The Company representative shall have five (5) calendar 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, the shop steward or the union shall always be required to file an appeal within seven (7) calendar days after receipt of the answer given from which the appeal is taken.

- C. Step 3 -- Mediation – If the meetings in Step 2 fail to resolve the grievance, the grievance may be presented before a Federal Mediation and Conciliation Services (FMCS) mediator for attempted resolution prior to moving to Arbitration. In order to proceed to mediation, the moving party must provide notice of intent to proceed to mediation by filing such a notice in writing with the other party within fifteen (15) calendar days after receipt of the final answer provided for in the Step 2 grievance procedure. Upon receipt of such notice, the party seeking mediation shall request a list of names from the Federal Mediation and Conciliation Service and proceed to alternately strike names from the list in the same manner as described in Section 9.5 of this Agreement for selecting an Arbitrator. The parties may agree to waive mediation and proceed directly to arbitration.
- D. 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 9.4 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 award the grievance in favor of the other party. 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 9.5 Selection of Arbitrator. In the event mediation does not result in the resolution of a grievance, or the parties agree to waive mediation, either party may provide notice of intent to proceed to arbitration by filing such a notice in writing with the other party within fifteen (15) calendar days of the conclusion of the mediation session as provided for in Step 3. Upon receipt of such notice, 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 first 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 9.6 Power of Arbitrator. 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 alter, add to, or go outside the terms of this Agreement.

Section 9.7 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. The arbitrator shall render his/her ruling and decision within sixty (60) calendar days of the arbitration hearing.

Section 9.8 Arbitration Expenses. All fees and expenses of the arbitrator shall be borne equally by the parties.

Section 9.9 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 10. GUARANTEED WORK WEEK

Section 10.1 Guarantee. Regular Employees shall be guaranteed thirty-eight (38) hours, at their average earned hourly rate, per week except as hereinafter provided in case of breakdown, Article 2.

Section 10.2 Voluntary Time Off. Any Employer who requests a regular Employee to voluntarily take time off shall, in such cases, be required to pay for hours not worked to make the thirty-eight (38) hour guarantee.

Section 10.3. Work Interruption. In any condition beyond The Company's control, such as, but not limited to, an act of God, loss of business, a fuel or power shortage, earthquake, strikes, an act of Government or other similar causes, The Company may reduce the guaranteed work week to not less than thirty-four (34) hours. Before reducing the work week, The Company shall give one (1) week's written notice to the Union, except in emergencies, in which case telephone notice may be given. Application of this Article shall be subject to Article 9, Grievance and Arbitration Procedure.

Section 10.4. Part-Time Employees. Part-time Employees employed as provided in Article 24 shall be laid off prior to any reduction of hours under Article 10.3 above.

ARTICLE 11. HOLIDAYS

Section 11.1 Benefit. The Company agrees that the following shall be observed as paid holidays.

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

Section 11.2 Personal Days. Employees are eligible for two (2) Personal Holidays. Personal Holidays must be requested and taken within each calendar year and will not be carried over from year to year. If the employee provides a written request by August 31st and is denied twice, the employee will be paid for the Holiday(s) on the last paycheck of the year.

Section 11.4 Re-Hired Employee. An Employee previously covered by this Agreement who re-enters employment within a twelve (12) month period after termination of his employment becomes immediately eligible for holiday pay.

Section 11.5 Holiday Work Week. In weeks wherein a holiday occurs, thirty-two (32) hours shall constitute a week's work for Employees assigned to a 5/40 work week. Any time worked in excess of eight (8) hours in any one (1) day or thirty-two (32) hours in a holiday week, shall be paid for at the rate of time and one-half (1-1/2).

Section 11.6 Holiday Pay. Employees that have completed the probationary period shall receive holiday pay at eight (8) hours for 5/40 or ten (10) hours for 4/40 at the employee's current rate for all holidays.

Section 11.7 Friday Holiday. If The Company declares the Friday before a Saturday holiday as a no-work day, he shall pay Employees for that day based on Section 11.7 above.

Section 11.8 Employee Absence. Holiday pay is paid only if an Employee works the day before and the day after the holiday.

Section 11.9 Monday Holiday. When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE 12. LEAVES OF ABSENCE

It is the intent of The Company to follow state and federal laws regarding leaves of absence that are available to eligible employees.

Section 12.1 Seniority. The Employee shall not lose seniority if he is absent due to illness or accident for shorter periods than shown below:

- A. After six (6) months continuous service, ninety (90) working days.
- B. After five (5) years continuous service, one hundred twenty (120) working days.
- C. After fifteen (15) years continuous service, one hundred fifty (150) working days.
- D. After twenty (20) years continuous service, one hundred eighty (180) working days.

Section 12.2 Vacation Accrual. No vacation benefit shall accrue to any Employee after twenty (20) consecutive working days of absence.

Section 12.3 Accumulation. Illness and/or leave of absence, and/or maternity leave shall not be accumulated. Regardless of anniversary year, such absences shall not extend beyond periods shown above.

Section 12.4 Industrial Accident/Illness. An Employee who is absent due to industrial accident and/or illness shall maintain his prior seniority and be eligible for rehire in accordance with State and Federal laws and court decisions.

Section 12.5 Notification. Employees on leave shall notify The Company when they will return to work at least forty-eight (48) hours before they return to work.

Section 12.6 Federal and State Law. The provisions of this Article, where applicable, shall include such leave as Employees are entitled to and is required by the Family and Medical Leave Act of 1993, Public Law No. 103-3 ("FMLA"), and California law granting family and medical leave rights.

Section 12.7 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 12.8 Substitution. All Employees with accrued paid benefit time will be required to substitute such time for any and all leave granted pursuant to state or federal law.

Section 12.9 Funeral Leave. Employees who have completed their probationary period will be granted up to three (3) calendar days of paid leave for the death of an immediate family member, which is defined to be parents, spouse, siblings and children (natural or adopted), grandparents and grandchildren. Pay will be for hours regularly scheduled with such hours paid at the employee's regular hourly rate. The Company may ask for proof.

Up to two (2) additional days of unpaid leave shall be granted, if requested, when the funeral is conducted outside of California or 500 or more miles away. Employees may use accrued vacation or personal holidays in order to be paid for these additional days.

Section 12.10 LOA. One (1) leave of absence per anniversary year shall be granted, up to fifteen (15) working days without pay, to Employees who have been in the employ of The Company for more than one (1) year or longer and who can prove legitimate and bona fide reasons such as, but not limited to: serious illness, death in the immediate family or jury duty. A leave of absence shall not be granted in conjunction with a vacation unless an Employees notifies his Employer as soon as possible and can prove bona fide reasons that an emergency has in fact occurred which requires his presence. Anyone who violates this Article may be discharged forthwith, suspended or otherwise disciplined.

Section 12.11 JURY DUTY. Any Employee who is summoned to serve on jury duty should not be subject to discharge of employment, loss of sick leave, or any other form of penalty as a result of his or her absence from employment due to such jury duty upon giving reasonable notice to The Company of such summons. An employee serving jury duty will not be paid by the company for that time. However, upon the employee's request, the employee may utilize vacation time in lieu of unpaid jury duty leave.

Section 12.12 UNION LEAVE. Leaves of absence shall be granted, upon request, to bargaining unit Employees for the purposes and lengths of time as outlined below. All union leaves will be unpaid and Employees requesting such leaves shall provide The Company with no less than two (2) weeks prior written notice. The Company will not unreasonably deny such leave. Notwithstanding any other provision of this collective bargaining agreement, Employees granted such leaves shall be deemed to be employed and at work for all purposes of benefit, vacation, sick leave, seniority and any and all other entitlement calculations and accumulations.

Purpose of Leave	Length of Leave	No. Of Employees
Workers United Convention	1 week	1
Regional Joint Board Meetings	Friday, Saturday, Sunday	2

Additional leave may be granted at the discretion of The Company.

Section 12.13 Family-School Partnership Act: The Company will comply with The Family-School Partnership Act (Labor Code Section 230.8).

ARTICLE 13. INCENTIVES - PIECE WORK

Section 13.1 Incentive Program. Should The Company institute an incentive program, it will contact the Union and meet and confer with the Union about the effects of their plan.

ARTICLE 14. INSPECTION OF RECORDS

Section 14.1 Records Review. Should a controversy or complaint arise concerning wages, hours or other compensation of an employee, The Company shall submit the original and all other necessary records of the case in controversy including a list of Employees, to an authorized representative of the Union for verification during working hours of The Company, on The Company's premises, within five (5) calendar days after receipt of a request.

ARTICLE 15. LABOR-MANAGEMENT COMMITTEE

Section 15.1 Committee. There is hereby established a Labor-Management Committee. The Committee may be called to order by the Union or The Company. Such meeting will take place no later than 30 days after it has been requested.

Section 15.2 Advisory Status. It is agreed and understood that this Committee acts in an advisory capacity and does not have the authority to change, modify or add to this Agreement.

ARTICLE 16. MANAGEMENT RIGHTS

Section 16.1 Reservation of Management Rights. The Company retains and shall continue to have the complete and exclusive right to manage its operations and direct its work force, except as expressly limited by specific obligations of The Company set forth in this Agreement. Among such retained rights and powers are included, but not limited to the following: to hire, to promote, to demote, transfer, layoff and recall; to assign and reassign to duties, hours of work and shifts; to maintain good order and efficiency; to discharge, suspend and discipline Employees; to establish rules and regulations not in conflict with this Agreement governing the

conduct of Employees on The Company time or Company property; to determine the size and composition of the work force; to determine, maintain, change, revise or discontinue the types of operations, and the methods, processes, materials and equipment to be employed; to discontinue all or any part of its operation; to lease, sell or otherwise dispose of all or any part of this plant and equipment; and to increase or decrease the operations.

Section 16.2 Inherent Management Rights. The foregoing enumeration of management rights shall not be deemed to be all inclusive, but shall merely indicate the type of rights which shall belong to and are inherent in the management of The Company. Neither the failure of The Company to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting management's discretion in any manner.

Section 16.3 Drug Testing. The Company agrees that its drug testing program will follow the requirements of state law and D.O.T. guidelines and will only use federally approved laboratories.

ARTICLE 17. INSURANCE

Each year the Company will provide all bargaining unit employees with an annual Benefits Handbook during open enrollment with published rates for the following year

Section 1. Insurance Through 12/31/2022. During this period the Company will continue to provide eligible employees with the benefits and the cost arrangements provided for in the 2019 to 2022 Agreement.

Section 2. Insurance Following 12/31/22. 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 1/1/2023, eligible employees electing medical coverage will be provided benefits in accordance with the Aramark Plan 300 Medical Plan.

Section 4. Medical Benefit Costs. Effective 1/1/2023, 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 1/1/2024, 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 18. NONDISCRIMINATION

Section 18.1 Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to race, religion, color, creed, sex, gender identity, sexual orientation, physical or mental disability, medical condition, including genetic characteristics, marital status, protected age, national origin, ancestry, veteran status or political affiliation.

Section 18.2 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 18.3 Union Membership. The Company and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of bargaining unit Employees to form, join or assist the Union or to refrain from any such activities, including the right to withdraw, revoke or cancel Union membership at any time. The parties acknowledge that dues paying non-members in the bargaining unit may be required to pay core dues to the Union as a condition of employment.

Section 18.4 A.D.A. Compliance. Employer will comply with the Americans with Disabilities Act as amended and California equivalent.

ARTICLE 19. PAY DATE

Section 21.1 Wage Payment. Employee shall be paid each week by electronic funds transfer or paycard within one (1) week after the end of the pay period.

ARTICLE 20. PRE-EXISTING WORKING CONDITIONS AND BENEFITS

Section 20.1 In General. No Employee shall suffer, by reason of this Agreement, a reduction of wage rates, or the loss of any benefits or working conditions higher or more favorable than those contained herein, if such conditions existed prior to the initial execution of this Agreement by The Company or his representative

ARTICLE 21. PROBATIONARY PERIOD

Section 21.1 In General. New Employees hired by The Company 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.

ARTICLE 22. REGULAR AND PART-TIME EMPLOYEES

Section 22.1 In General – Regular Employees. Regular Employees are those Employees who are guaranteed thirty-eight (38) hours per week. Full time Employees are those Employees who are scheduled to work thirty-eight (38) hours per week and have no guaranteed work week. Regular part-time Employees may be scheduled a split week work shift. The Company shall upgrade regular part-time Employees to regular Employees when a job opening occurs and the regular part-time Employee has the skill and ability to perform the job. Employees working less than ten (10) hours per week shall not be covered by the conditions set forth in this Agreement.

Section 22.2 Notice. The Company shall file with the Union each month, with the check-off sheet, the names and jobs held by all part-time Employees. Any part-time Employees not so filed shall be considered as full-time Employees for all purposes.

Section 22.3 In General – Part-Time Employees. Regular part-time Employees (those Employees not covered by the thirty-eight [38] hour guarantee) shall be covered by all the conditions as set forth in this Agreement for regular full-time Employees. Holidays, vacations and sick leave shall be figured on a pro-rata basis for regular part-time Employees. When any one of the holidays specified herein falls on a day in which a regular part-time Employee is scheduled for work, he shall be paid for the hours normally worked by him on that day even though no work is performed.

Section 22.4 Requirement. Not more than one (1) part-time Employee shall be employed for every three (3) Employees on a full-time shift.

Section 22.5 Part-Time Shift. Nothing in the above clauses shall prevent The Company from establishing a part-time shift where there is not enough volume of work to meet the guaranteed work week.

ARTICLE 23. RESPECT AND DIGNITY

Section 23.1 In General. The parties agree that Employees of The Company and the Union should all be treated with respect and dignity. Verbal abuse, threats, or harassment by any party 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 24. REST PERIODS

Section 24.1 Definition. Every Employer shall authorize and permit all Employees to take rest periods, which insofar as practical shall be in the middle of each work period before and after lunch. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof for a 5/40 plant and twenty (20) minutes for a 4/40 plant. A ten (10) minute break shall be given after eight (8) or ten (10) hours and a ten (10) minute rest period every two (2) hours thereafter. However, in 4/40 plants the second rest period shall be for fifteen (15) minutes. However, a rest period need not be authorized for Employees whose total daily work time is less than three and one-half (3-½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

ARTICLE 25. SAFETY

Section 25.1 In General. The Company and the Employee shall observe all Federal, State and local laws with regard to toilets, sanitation, safety, ventilation and other working conditions. The Company shall provide sanitary facilities for dressing purposes.

Section 25.2 First-Aid Kit. A First-Aid kit shall be kept on hand at all times, with full supplies for the use of the Employees.

Section 25.3 Safety Program.

- A. General. The Company shall make reasonable provisions to assure the safety and health of its Employees during their hours of work. The Union agrees to cooperate with The Company to ensure that all supervisors and Employees comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary and healthful working conditions.
- B. Information. 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 and Employees will abide by all safety and workplace health rules.
- C. Protection from Heat Stress. The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups to allow easy access by Employees for frequent drinking. The Company shall take all reasonable measures to reduce heat exposure and will consider any recommendations provided by the Safety and Health Committee.
- D. Sanitation. Restrooms shall include appropriate lighting and mirrors, and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to Employees.
- E. Protection from Bloodborne Pathogens.
 - a. Protective Equipment: For Employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, The Company shall provide appropriate personal protective equipment. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the Employees’ 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 feasible when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.
 - b. Vaccinations: The Company shall offer the Hepatitis B vaccination series to all Employees with potential occupational exposure to blood within ten (10) calendar days of initial assignment, unless the Employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the Employee is immune, or the vaccine is contraindicated for medical reasons.

- F. Joint Safety and Health Committee. A Joint Safety and Health Committee (“Committee”) will be established by The Company and the Union, composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by The Company. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The General Manager or his/her designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. 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.
- G. 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. It shall be the obligation of all Employees to attend safety training, unless excused in advance by management.
- H. Protective Equipment. It shall be the obligation of all Employees to wear and/or utilize protective equipment provided hereunder when there is a bona fide health and safety requirement that such equipment be worn and provided there is no bona fide medical reason that the Employee cannot wear or utilize such equipment.

ARTICLE 26. SAVINGS CLAUSE

Section 26.1 In General. It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision of this Agreement be determined to be contrary to any Federal or State law, all other provisions of this Agreement shall remain in force and effect, and substitutions for the invalid provision or provisions shall be immediately negotiated.

ARTICLE 27. SCOPE OF AGREEMENT

Section 27.1 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.

ARTICLE 28. SENIORITY

Section 28.1 Definition Seniority shall be defined as length of continuous service with The Company. Reduction of the working forces, recall from layoffs, assignment to a part-time shift and assignment of overtime selection of vacation and promotions shall be in accordance with seniority, if the most senior Employee is qualified to meet standard qualifications within the sub-classification of each classification.

Section 28.2 Loss of Seniority Seniority of an Employee shall be lost when an Employee:

- A. is discharged for cause;
- B. resigns;
- C. is not re-hired within one hundred twenty (120) calendar days after layoff;
- D. is absent more than ninety (90) , one hundred twenty (120), one hundred fifty (150) or one hundred eighty (180) calendar days as spelled out in Article 12.1;
- E. fails to report to work within three (3) calendar days after being recalled from layoff. However, if an Employee fails to report because of bona fide reasons such as serious illness or jury duty, he shall be kept on the seniority list and shall be the next Employee recalled if he meets the requirements in Article 12.1, (C) above; or
- F. is absent from work three (3) consecutive calendar days without notification to The Company.

Section 28.3 Recall from Layoff. All full time 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 hundred eighty (180) days after layoff. In all cases of layoff and recall of forces, seniority shall govern provided the senior Employee is the most qualified to perform the job, and the factors of knowledge, skill and efficiency on the job shall be considered. 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 28.4 Transfers. An Employee desiring a transfer shall indicate same on a form provided by The Company. Copies of the form shall be provided to the Union and the Employee. Transfer requests will remain valid for six (6) months. Preference in filling job vacancies will be given to Employees who have said request on file, on the basis of seniority, provided the Employee is qualified for the position or can qualify within two (2) weeks. When a vacancy is filled, the Union will be notified. Employees failing to qualify will be returned to their former position or a similar position if their former position is not available and will not be eligible to transfer again on the same job for a period of one (1) year. The first vacancy created by a transfer will also be filled by this procedure. Subsequent vacancies may be filled by this procedure or by new hires at the discretion of The Company. Employees awarded a position through this process will not be eligible to move again for a period of one (1) year unless the job transfer included a shift change, in which case they may move again to another job on the new shift within the ensuing year, or unless the Employee has been displaced.

Section 28.5 Job Bidding. Open jobs within the three (3) job classifications, including Lead Positions 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. 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. The job opening created by successful job bidding will not be eligible for bidding and will be filled at the sole discretion of the Company.

ARTICLE 29. SHIFTS

Section 29.1 Rates. In the event it becomes necessary for The Company to establish more than one (1) shift, The Company shall pay all Employees working a shift that begins at or after 2:00 pm shall receive an additional fifteen cents (\$0.15) per hour as a shift differential.

ARTICLE 30. SICK PAY

Section 30.1 Benefit. All Employees covered by this Agreement who have been continuously employed by their Employer for the period of at least one (1) year shall be entitled to a total of forty (40) hours sick leave with pay per year. For new employees, the first twenty-four (24) hours will become available after ninety (90) days of employment. Such sick leave pay shall commence on the first (1st) working day lost for each disability, except that sick leave pay shall commence on the first (1st) working day lost. If The Company so desires, he may require reasonable proof of disability. Falsification of sick leave claims or proved abuse of sick leave privileges may be cause for discharge or disciplinary action. It is the intent of The Company to comply with state and federal laws regarding sick pay.

Section 30.2 Definition. Subject to the following paragraph, full pay shall mean five (5) eight (8) hour days pay for 5/40 or four (4) ten (10) hour days pay for 4/40 at the Employee's regular straight time hourly rate for those days which the Employee would have worked had the disability not occurred. The waiting period herein provided before sick leave pay commences shall apply for each disability in case the sick leave benefit allowance has not been used up in previous disabilities.

Section 30.3 Integration of Leave. Sick leave pay shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an Employee, shall not exceed one hundred percent (100%) of the Employee's regular daily wage at straight time. If the sick leave pay allowable to an Employee hereunder when so combined with any such State

disability exceeds one hundred percent (100%) of his regular daily rate at straight time, for any one (1) day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the Employee by reason of any such reduction shall be retained in the Employee's sick leave pay account as a part of his accumulated sick leave pay credits.

Section 30.4 Unused Sick Leave. Unused sick leave benefits in any one (1) year shall accumulate from year to year. However, Employees may have the choice of receiving pay on their anniversary date for any and all unused sick days. Sick leave benefits may only be cashed out if an employee retains a minimum of 20 days of sick leave in their accrued bank. A maximum of 10 days may be cashed out in a 12 month period. Employee may accrue a maximum of 60 days of sick leave.

Retirement is defined as no longer working for any Employer upon retirement from AmeriPride.

Section 30.5 Accumulation. Sick leave credit shall continue to accumulate during periods of sickness, injury, temporary layoff or leave of absence. However, after twenty (20) consecutive working days of absence all credit shall cease and Employee's accumulated sick leave shall be pro-rated during such periods of absence.

Section 30.6 Waiver Provision. The Company and the Union have intended and do intend to waive all provisions of any paid sick leave, minimum wage or other matter related to the terms and conditions of employment law/ordinance to the greatest extent possible; in the event a new statute, law, or regulation ("law") of similar effect is enacted, an existing law is amended so that it becomes otherwise applicable to work performed by members of the bargaining unit, or a law otherwise applicable to such work was inadvertently omitted from this Article, the Company and the Union agree to meet and confer and reach agreement to ensure that this Agreement reflects the intent to waive such, provided such waiver is within the law/regulation/ordinance. Absent of such a waiver being available to the parties, the Company will comply with any Federal, State, County or Municipal law/regulation/ordinance.

ARTICLE 31. STEWARDS

Section 31.1 In General. The Union may select, depending on the size of each plant, a number of Employees, but not to exceed four (4) to be duly accredited representatives in the plant, to be known as Stewards, by giving The Company written notice of the Stewards' names.

Section 31.2 Notice. The Company shall give one (1) week's written notice to the Union, with a full statement of the cause or reason, in case of a Steward's termination. This notice shall not include any portion of a vacation period and shall be given in all cases other than gross misconduct.

Section 31.3 Union Orientation. Company to provide the Union with 15 minutes to talk to new hires when the Company conducts new hire orientations.

ARTICLE 32. WORK STOPPAGES

Section 32.1 Prohibition of Work Stoppages. The Company agrees that there will be no lockout during the term of this Agreement. The Union agrees that there will be no strikes, picketing, slowdowns or other complete partial cessation of work, secondary boycotts or disturbances, economic or other during the term of this Agreement.

Section 32.2 Union Obligations. It is agreed that in all cases of an unauthorized strike, slowdown, walkout, or any cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage mentioned above. Individual members of the bargaining unit violating this Article may have their employment terminated by The Company with notice thereof to the Union.

ARTICLE 33. SUCCESSORS

Section 33.1 In General. Should The Company sell, assign or otherwise transfer the plant, The Company shall notify the Union in writing, and he shall make a good faith effort to have the buyer, assignee or transferee adopt this Agreement.

ARTICLE 34. TIME RECORDS

Section 34.1 Requirement. Time records, clocks or other recording devices will be maintained by The Company for all Employees showing the actual time the employment begins and ends each day, the hours worked for the day and the total hours for the pay period.

Section 34.2 Retention. Time records used to determine the amount of pay shall be kept on file for the number of years required by both federal and state laws or at least four (4) years.

Section 34.3 Records. The Company must keep full and accurate records of excuses for illness and other absences.

ARTICLE 35. TRANSFERS

Section 35.1 Employee Transfer. 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. Those classifications being Stockroom, Wash Aisle and General Laundry.

Section 35.2 Permanent Transfer. Employees transferred permanently to another classification shall be so notified in writing stating the reason for such transfer and paid according to that classification rate.

ARTICLE 36. UNIFORMS

Section 36.1 Furnishing of 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 on duty. These will be provided in new condition.

Section 36.2 Care of Uniforms. The Company further agrees to launder and/or clean all parts of such designated uniforms worn by Employees while on duty.

ARTICLE 37. UNION MEMBERSHIP

Section 37.1 In General. It shall be a condition of employment that all Employees who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.

Section 37.2 New Hires. It shall also be a condition of employment that all Employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 37.3 Openings. Whenever The Company requires additional Employees for work The Company shall notify the union within 24 hours of posting a job requisition. The union may refer potential candidates to apply for job openings referring to specific job requisitions.

Section 37.4 Notification to Union. Whenever The Company hires an Employee he shall notify the Union immediately in writing, giving the name, address, social security number and starting date of each such new Employee or re-hire, and said Employee shall make application for membership in the Union in accordance with this Article.

Section 37.5 Employment Acknowledgment Forms. The Union shall provide and The Company shall forward Employment Acknowledgment Forms for NEW and RE-HIRED Employees, at the time of employment or re-hire.

Section 37.6 No Violation. The Company agrees that it shall not be a violation of this Agreement for any Employee to conform to and support union principles, provided such principles do not conflict with the express terms of this Agreement.

ARTICLE 38. UNION VISITATION

Section 38.1 In General. Authorized and designated representatives of the Union shall have access to the premises of The Company to transact necessary Union business, provided access is in compliance with The Company's rules, and provided further that such rules do not interfere or hamper the Union representative in his transaction of Union business. While on Company property, the Union Representative will follow and obey all branch safety rules and regulations (including wearing appropriate PPE). The Union Representative will provide forty (48) hours advance notice to access the production area, and he/she must be accompanied by a representative of the Company. It is agreed that representatives will conduct their business during normal working hours in such manner so as not to conflict with the normal operation of The Company's business. Union Representatives will enter and exit through the main entrance and sign in and out with the receptionist.

ARTICLE 39. VACATION

Section 39.1. Eligibility. An Employee shall become eligible for a vacation in accordance with the following schedule:-

- A. Upon completion of one (1) year of continuous service with The Company, an Employee will become eligible for one (1) work-week's vacation with pay.
- B. Upon completion of three (3) years of continuous service with The Company, an Employee will become eligible for two (2) work-week's vacation with pay.
- C. Upon completion of seven (7) years of continuous service with The Company, an Employee will become eligible for three (3) work-weeks' vacation with pay.
- D. Upon completion of fourteen (14) years of continuous service with The Company, an Employee will become eligible for four (4) work-weeks' vacation with pay.

Section 39.2 Vacation Pay. Regular full-time Employees shall receive vacation pay based on forty (40) hours times their classification rate. For single days of vacation, employees will receive eight (8) hours of pay at their current hourly rate.

Section 39.3 Vacation Period. The vacation period shall be between January 1st and December 31st of each year.

Section 39.4 Vacation Selection. The Company shall post a vacation list during the months of November and December and the Employees shall select their vacation by seniority. If an Employee fails to select as set forth above, he must give his Employer at least sixty (60) days notice prior to the effective date of his vacation. However, those Employees who select in November and December shall have preference regardless of seniority. Employee shall be notified of approved vacation time no later than the 15th of January of each year.

Section 39.5 Termination. Any unused vacation accrual balance will be paid out at termination.

Section 39.6 Change in Ownership. Upon sale or transfer of ownership of any plant, or upon dissolution of business, vacation pay for all months worked prior to the sale for which no vacation has been given shall be paid to all Employees by the seller.

ARTICLE 40. WAGES

Section 40.1 Pay Grid The pay grid to be utilized during the term of this Agreement is attached to this Agreement as Attachment "A".

Section 40.2 Lead Person. Where there is one (1) or more washer and distributor employed, one (1) in each classification may be designated as a Lead Washer or Lead Distributor and shall receive the wage designated in this Agreement. A Lead Person must have supervisory functions in order to be designated Head Distributor.

Section 40.3 Job Classifications. The Company may, in its discretion, establish new classifications as it sees fit. In the event the Union believes that such classifications should be included with the bargaining unit, The Company agrees to meet with the Union to negotiate bargaining unit placement and wage assignment of any such positions.

ARTICLE 41. WORKERS COMPENSATION RETURN TO WORK

The parties agree that it is in the best interests of the Employees, the Union, and The Company to enable employees to return to work as soon as it is medically safe and responsible to do so following a work-related illness or injury. It is the responsibility of every Employee to demonstrate a willingness to return to work when medically released to do so and/or to return to work in a transitional work assignment if not fully medically released. The parties acknowledge that at times it may be necessary for the transitional work assignment to include some or all tasks not normally assigned to this bargaining unit. The parties acknowledge that The Company is under no obligation to create a new position for an employee with restrictions and that transitional work assignments are temporary in nature, based on the particular medical restrictions of the Employee, and also based on the discretion of management considering operational needs. Employees with medical restrictions who cannot perform their full job duties and who are assigned temporary transitional work will be paid the higher of the state or federal minimum wage and will remain eligible for workers compensation indemnity benefits based on the difference between their regular rate of pay and transitional work pay.

ARTICLE 42. WORKING HOURS AND OVERTIME

Section 42.1 Schedule. The regular straight time work week shall be five (5) consecutive days within seven (7) calendar days. The straight time work week for regular part-time Employees shall be up to five (5) days within seven (7) calendar days.

Section 42.2 Four-Day Work Week. The Company may, at his sole and exclusive discretion, establish a four (4) day ten (10) hour day work week (referred to as “4/40”) or a five (5) day eight (8) hour day work week (referred to as “5/40”) by giving four (4) weeks’ notice to the Union and Employees. It is the intent of the Company to abide by all applicable local, state, and federal laws and processes as established by such laws in regards to working hours and overtime.

Section 42.3 4/40 Schedule. Employees assigned to a 4/40 work week shall be paid straight time for the first ten (10) hours of work per day. Time and one-half (1-1/2) shall be paid for all hours worked in excess of ten (10) hours a day, forty (40) hours a week, for work performed on a holiday or for work performed on the Employee’s regular scheduled day off. However, during a holiday week, the regular scheduled day off may be worked at straight time and Employees shall receive ten (10) hours holiday pay at the Employee’s classification rate

Section 42.4 5/40 Schedule. For Employees assigned to an eight (8) hour, five (5) day work week, time and one-half (1-1/2) shall be paid regular Employees for all time worked in excess of eight (8) hours a day, forty (40) hours a week, on the sixth (6th) day of the week or for work performed on the seventh (7th) day. However, if an Employee is absent during the first five (5) days of the week, the Employee will be paid straight time for all hours worked on the sixth (6th) day. Provided further, should any such Employee work over forty (40) hours during those six (6) days then all work in excess of forty (40) hours will be paid at time and one-half (1-1/2) the regular hourly rate. Regular part-time Employees shall be paid one and one-half (1-1/2) times the regular hourly rate for all time worked in excess of eight (8) hours per day or forty (40) hours per week.

Section 42.5 Notice. Except in the case of emergency, Employees will be given notice before lunchtime that they will be required to work past their normal quitting time.

Section 42.6 Lunch Period. All Employees shall be required to take not less than one-half (1/2) hour nor more than one (1) hour for lunch. No Employee shall be required to work more than five (5) hours without a meal period.

Section 42.7 Holiday Pay. Employees working on holidays shall receive time and one-half (1-1/2) for all hours worked (guaranteed eight [8] or ten [10] hours) and eight (8) or ten (10) hours holiday pay at the Employee’s classification rate.

Section 42.8 Holiday Schedule. Employees scheduled to work a five (5) day work week who work all of the scheduled hours in a holiday week shall receive time and one-half (1-1/2) for all hours worked over thirty-two (32) hours in the holiday week. Employees shall also receive time and one-half (1-1/2) for all work on the fifth (5th) day of a holiday week if the holiday falls on their regularly scheduled work day. However, Employees who fail to work either thirty-two (32) hours of four (4) days shall not receive time and one-half (1-1/2) for all hours worked on the fifth (5th) day of a holiday week. Overtime will be paid if the employee provides documentation for the absence in the holiday week which is acceptable to The Company.

Section 42.9 Mutual Agreement. Upon mutual agreement in writing between The Company and the Employee, an Employee working on a holiday may reduce the guaranteed hours in the above paragraph, but not less than four (4) hours, and in such case be paid time and one-half (1-1/2) for all hours worked and eight (8) or ten (10) hours holiday pay at the Employee's classification rate.

Section 42.10 Payment of Overtime. Overtime will be paid for hours worked in excess of eight (8) or ten (10) hours per day, forty (40) hours per week according to the employee's work schedule of 5/40 or 4/40 in accordance with state law.

ARTICLE 43. WORKING RULES

Section 43.1 Employer Rules. Rules and regulations for the conduct of 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.

Section 43.2 New Rules. New rules and/or changes in existing rules shall not become effective until ten (10) calendar days after they have been posted with a copy forwarded to the Union. Such rules and regulations shall be posted in a conspicuous place by The Company or they may be issued to Employees in the form of a manual.

ARTICLE 44. RETIREMENT BENEFITS

Section 1. Retirement Benefits. Effective January 4, 2025, Employees will be eligible to participate in the Aramark Retirement Savings Plan, a 401(k) plan. The Retirement Savings Plan will be described in a Summary Plan Description (SPD) document, copies of which will be made available to employees and the Union. 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.

Section 2. Retirement Savings Plan. Retirement savings benefits may be provided either through the Aramark Uniform and Career Apparel, LLC 401K plan or any other such plan selected by the Company. It is further 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 now or hereafter provided in said Plan, or such other plan selected by the Company, on either a uniform or a non-uniform basis. However, the employees covered under this Agreement shall be entitled to receive, during the term of this Agreement, benefits not less than the uniform scale of benefits provided for under said retirement savings program either by coverage under said plan or under some other plan selected by the Employer providing for similar benefits.

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 subsequent hereto.

ARTICLE 45. DURATION

Section 45.1 Contract Term. This Agreement shall be in full force and effect from January 29, 2022 through January 31, 2025 only.

Section 45.2 Automatic Renewal. This Agreement shall automatically renew from year to year unless written notice is given sixty (60) days prior to the prior to the expiration date of this Agreement by either party that such party intends to terminate, modify or amend this Agreement on the expiration date.


Section 45.3 Automatic Extension. 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 hereto have executed this Agreement at Los Angeles, California on February 18, 2022.

AmeriPride Services, LLC
Los Angeles, California

Workers United WESTERN STATES
REGIONAL JOINT BOARD
LOCAL NO. 52

February 18, 2022



Matthew Varble
Director, Labor Relations



Maria Rivera
Regional Manager
Western States Regional Joint Board, Workers
United-SEIU



Evelyn Zepeda
Deputy Manager
Union Representative
Western States Regional Joint Board, Workers
United-SEIU

ATTACHMENT A – PAY GRID

		DURING THE TERM OF THE CONTRACT			
		Effective	Effective	Effective	Effective
		1/29/2022	10/1/2022	1/7/2023	1/6/2024
Increase >>>>>>		\$0.50	\$0.50	\$0.50	\$0.40
JOB Classification	Current				
Stockroom	\$15.07	\$15.57	\$16.07	\$16.57	\$16.97
Stockroom Lead	\$15.11	\$15.61	\$16.11	\$16.61	\$17.01
Wash Aisle	\$15.17	\$15.67	\$16.17	\$16.67	\$17.07
Wash Aisle Lead	\$15.87	\$16.37	\$16.87	\$17.37	\$17.77
General Laundry	\$15.07	\$15.57	\$16.07	\$16.57	\$16.97
General Laundry Lead	\$15.22	\$15.72	\$16.22	\$16.72	\$17.12

General Laundry includes:
 Flat, Bundling, Mending, Press, Soil and Loaders.