# AMERIPRIDE SERVICES, INC. Sacramento, California Branch

and

Workers United, Western States Regional Joint Board, Local 75

COLLECTIVE BARGAINING AGREEMENT

August 1, 2020 – July 28, 2023

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#### AGREEMENT

This Agreement by and between AmeriPride Uniform Services, Sacramento,
California (hereinafter referred to as the "Company") and Workers United, Western
States Regional Joint Board, Local 75 (hereinafter referred to as the "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, establishing a mutually agreeable
means of resolving grievances without work stoppages and lock-outs, and achieving the highest
level of employee performance consistent with safety, good health and sustained effort.

#### ARTICLE 1.

#### **UNION RECOGNITION**

Section 1. Bargaining Unit. The Company recognizes the Union as the bargaining representative for all employees, including lead workers employed by the Company at its Sacramento, California branch, exclusive of route sales employees, engineers, supervisors, maintenance employees, and office clerical 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 responsibility 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 judgement. 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 with sixty (60) days of the establishment and staffing of any new positions. In the event the Union believes that such classifications should be included within the bargaining unit, the Company agrees to meet with the Union to discuss bargaining unit placement of any such positions.

Section 4. 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 the 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 productions 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 based on probable cause and post-accident testing in accordance with the Company's drug and substance abuse policy; 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 the 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.

#### UNION MEMBERSHIP

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

Section 2. New Employees. 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. Non-Discrimination.** Selection, by the Union, of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in anyway affected by, non-membership in the Union, Union membership, by-laws, rules, regulations, constitutional provisions, or in other aspects or obligations of Union membership policies or requirements.

Section 4. Applicants. The Company shall have the right to reject any applicant referred to him by the Union. The Company, upon request from the Union, shall give its reasons for refusing to accept said applicants. The Union in referring applicants, and the Company in 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 employment of such new employee. The Company also agrees that, upon notice in writing by the Union, any employee who is not in compliance with the Article, shall be removed from the Company's payroll with seven (7) days from receipt of said notice.

**Section 6. 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 Article and any and all other provisions relating to this matter.

Section 7. Dues Check-Off. The Company shall deduct from the first paycheck issued to each employee covered by 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 days 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 8. Indemnification.** The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by The Company in reliance upon authorization cards for the deduction of Union dues and fees.

Section 9. 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 or she has been unjustly discharged, the employee may have his or her grievance brought to the adjustment board by the Union for consideration and final disposition.

#### 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 must be stated with reasonable clearness: the 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.

**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.

Step 2 – A grievance not settled in Step 1, which the bargaining unit member

- (b) Step 2 A grievance not settled in Step 1, which the bargaining unit member and the Union wish to pursue further, shall be initiated promptly and 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:
  - i. Production Manager
  - ii. 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 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 days 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 or 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 has 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.

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

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

(1) Grievances submitted by the company regarding strikes, including sympathy

Strikes, shall be reduced to writing and served upon an authorized agent of the

Union including the business representative, steward 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 singularly, 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 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 Non-discrimination 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.

#### **HOURS OF WORK**

Section 1. Hours of Work. Eight (8) consecutive hours, lunchtime excepted, shall constitute the regular shift or work day. The first shift shall begin work between the hours of 5:00 a.m. to 11:00 a.m. and employees working such first shift shall be paid at the regular straight-time rate of pay. Any shift starting between the hours of 11:00 a.m. and 2:00 p.m. shall be designated the second shift and employees working such second shift shall be paid a premium of five cents (\$.05) per hour for all work performed. Any shift starting between 2:00 p.m. to 6:00 p.m. shall be designated the third shift and employees working such third shift shall be paid a premium of ten cents (\$.10) per hour for all work performed. Any shift starting between 6:00 p.m. to 11:00 p.m. shall be designed the fourth shift and employees working such fourth shift shall be paid a premium of fifteen cents (\$.15) per hour for all work performed. Any shift starting between 11:00 p.m. and 3:59 a.m. shall be designated the fifth shift and employees working such fifth shift shall be paid a premium of twenty cents (\$.20) per hour for all work performed.

Effective the Monday following the first Friday in June and ending on the Friday following the first Monday in September the regular hours for the first shift shall be from 5:00 a.m. to 10:00 a.m. It is also understood that Wash House employees may start one hour before the above-stated shift starting times at the regular rates of pay called for in said shifts.

**Section 2.** Workweek. The hours of work will be established by management and notice will be given to employees. Forty (40) hours consisting of five (5) consecutive eight (8) hour days from Monday through Friday shall constitute the regular straight-time workweek, except as provided in Section 3 below. The Company, at his sole discretion, may establish 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.

In the event the Company wishes to initiate a four (4) day, ten (10) hour per day work week, in all or a segment of the Company's operation, the Company shall discuss the issue with the affected employees and determine their sentiment regarding such work schedule by means of a secret ballot pursuant to State law. The Company shall notify the Union of the results of the election. If the new schedule is implemented affected employee(s) will have two (2) week prior notice and two (2) consecutive days off.

Section 3. Holiday Weeks. The Company may require employees to work on other than consecutive days during a week in which a holiday falls. In such event, the employee shall receive the regular straight-time rate of pay except for work performed on the sixth (6<sup>th</sup>) day, which shall be at time and one-half.

**Section 4. Exception.** 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 the Employee, then, when requested by the Company to work on the sixth (6<sup>th</sup>) day or the employee's regular day off, he/she shall do so at his/her regular straight-time rate of pay.

**Section 5.** Lunch Periods. A meal period of thirty (30) minutes on the employee's own time shall be established at approximately mid-point of each shift.

Section 6. Guarantee. All employees instructed to report for work, and who do report, shall be guaranteed four (4) hours of work or pay for same; however, if due to circumstances beyond the Company's control, such as plant breakdown, power failure, floods, etc., no work is performed by the employee, then the employee shall receive only four (4) hours straight-time pay as "show-up pay', except that if the shutdown is due to energy crisis problems, the Company shall be obligated to pay only for actual hours worked.

Section 7. 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 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 eight consecutive hours, meal time excepted, worked at any time during the twenty-four (24) hour day to be designated by the Company.
- Workweek. The straight-time workweek for Utility Employees shall consist of any five (5) workdays during the calendar week; 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 on such days at one and one-half (1-1/2) times the regular straight-time rate of pay for work on the seventh (7<sup>th</sup>) day.

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 in any one 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 (7<sup>th</sup>) consecutive day.

#### ARTICLE 6.

#### 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 7.

#### **OVERTIME**

**Section 1. General Standards.** Overtime at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay shall be paid to all employees covered by this agreement under the following conditions:

- A) For all work performed in excess of eight (8) hours on any one shift
- B) For all work performed in excess of forty (40) hours in any one week

- C) For any work performed in excess of five (5) consecutive hours without any opportunity being given to the employee to each lunch
- D) All work performed on the sixth (6<sup>th</sup>) day, except as noted in Section 4 of Article V above.

Section 2. Work on the Seventh Day. Overtime at the rate of two (2) times the regular straight-time rate of pay shall be paid to all employees covered by this Agreement if they perform work on the seventh (7<sup>th</sup>) day.

Section 3. Notice. In the event the Company wants the employees to work overtime, the employees will be given notice before lunch that overtime is to be worked. In the event the Company wants employees to work on a paid holiday, the employees shall be notified two (2) days preceding the holiday. If the Company complies with the notice requirements to this paragraph and an employee does not work, the employee shall be subject to disciplinary action; however, if the Company does not comply with the notice provisions of this paragraph and an employee does not work, the employee shall not be subject to any disciplinary action.

#### ARTICLE 8.

#### WAGES

Section 1. Wages Rates. All employees covered by this agreement shall be paid at no less than the scale of wages shown in Attachment A hereto and made a part hereof. The Company will comply with the State laws in regards to Minimum Wage.

Section 2. Pay Period. Wages shall be computed on an hourly basis and shall be paid no later than the quitting time of the employee's shift on the Friday of the week following the week in which the work was performed.

Section 3. Rate of Pay. Any 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.

**Section 4. 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.

#### ARTICLE 9.

#### 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 10.

#### **HOLIDAYS**

**Section 1. Benefit.** The following days shall be considered as paid holidays and paid at the employee's straight-time hourly rate (8 hours' pay), regardless of the day of the week on which they fall: New Year's Day, Memorial Day (4<sup>th</sup> Monday of May, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas

**Section 2.** Eligibility. The above holidays shall be paid provided the employee qualifies under the following conditions:

- (1) The employee has been a member of the bargaining unit and worked the first day in the calendar month in which the holiday falls.
- (2) The employee must have been on the payroll of the Company for the thirty (30) day period immediately preceding the holiday.
- (3) The employee shall have worked, if requested by the Company, all of the hours scheduled for work on the last two (2) regularly scheduled work day preceding the holiday and the next two (2) regularly scheduled work day following the holiday, except if an absence is for an illness for which the Company may require medical certification.

Section 3. Exceptions. No work shall be performed on New Year's Day, Thanksgiving Day and Christmas 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, in addition to holiday pay if eligible for same accordance with Section 2 above.

If work is scheduled on Memorial Day or the Fourth of July and the employee is ordered to report on these days and fails (except for an illness for which the Company may require medical certification) or refuses to report for work on these days, the Company shall not be required to pay the employees for those holidays when no work is performed; however, if the Friday before the holiday, the Monday after the holiday, not to include the Monday following a Monday holiday, or during the holiday week, a regular employee is off work because of bonafide sickness or other reason approved by the Company, said employee shall be paid for the holiday.

Section 4. Rate of Pay for Holidays Worked. When an employee has qualified for paid holidays as set forth above and when work is performed on these holidays, the employee shall be paid time and one-half (1-1/2) the regular straight-time rate of pay for such hours as are worked plus eight (8) hours' pay for the holidays as provided above, and the employee shall be paid at the rate of two and one-half (2-1/2) times the regular straight-time rate of pay for all work performed in excess of eight (8) hours on those holidays.

Where an employee has not qualified for pay on holidays as set forth immediately above, and where the employee is required to work on any of these holidays, he or she shall be paid at the rate of two (2) times the regular straight-time rate of pay for such time as the employee may work.

Section 5. Emergencies. It is agreed that in cases of emergency or acts of God, the premium rates referred to in Section 4 above shall be reduced to one-half (1/2) of the straight-time rate of pay. As used in the section, the work "emergency" shall be understood to mean an event of occurrence beyond the control of the Company which affects and entire department or plant (not a single piece of equipment).

**Section 6. Observance.** When any of the above named holidays fall on a Saturday the holiday will be observed on the Friday before. When the holidays falls on a Sunday the holiday will be observed on the following Monday.

Section 7. 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 (2), Production (3), 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 11.

#### **VACATIONS**

Section 1. Benefit. All employees covered by this Agreement, who have been continuously employed by AmeriPride Services, Inc for one (1) year or more, shall be entitled to vacation annually, with pay, according to the schedule below. Vacation shall accrue weekly from the most recent date of hire for all active employees. Employees will not accrue more than two (2) times their annual vacation benefit and cannot take vacation before it is accrued.

(a) Employees must have worked not less than fifteen hundred (1500) hours in the first year of employment. (Paid holidays and vacation time shall count as time worked for the purposes of qualifying under the foregoing sentence.) A year of employment shall be the twelve (12) months dating from the day the employee

first entered upon his or her employment of re-entered after a lapse of employment.

- (b) Eligible employees shall be entitled to one (1) week' (40 hours) vacation with pay after one (1) year, two (2) weeks' (80 hours) vacation with pay after three (3) years, three weeks' (120 hours) vacation with pay after seven (7) years, and four (4) weeks' (160 hours) vacation with pay after twelve (12) years.
- (c) The rate of pay shall be the employee's straight-time rate of pay at the time of taking the vacation

Section 2. Vacation Scheduling. No Payment in lieu of vacation shall be granted. The Company shall post a vacation schedule on or before November 1<sup>st</sup> of the preceding year for all employees, granting employees with the most seniority preference for vacation by December 1<sup>st</sup> or they shall lose their seniority preference for such vacation periods. Any change in the vacation schedule as posted must be made with the Company's consent.

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

**Section 4. Holidays.** Employees taking approved vacation for a week in which a paid holiday falls shall receive holiday pay in addition to the week of vacation pay. The employee must meet all other eligibility requirements for holiday pay.

Section 5. 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 12.

#### UNION REPRESENTATIVES

Section 1. Visitation. The President and/or Business Representative and any duly authorized officer of the Union shall be allowed to visit the Company's plant at any time during working hours. The Union Representative 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 production work in process.

Section 2. Union Steward. It is agreed that the Union may select not to exceed two (2) employees in any plant to be duly accredited representatives of the Union to be known as Shop Stewards. Stewards shall not be discriminated against for any activities in or representing the Union.

New employees will take part in a paid fifteen (15) minute Union Orientation during the first two weeks of employment. This will be coordinated with the Union Representative and the Shop Stewards.

Section 3. 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 13.

#### **SENIORITY**

Section 1. In General. Full consideration shall be given to employee's continuous length of service, record in making promotions, layoff and re-hiring 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 promotions, 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 departments shall be the further intent of departmental seniority.

**Section 3.** Retention. Any employee who was laid off and later re-hired, prior to and including the 365<sup>th</sup> day of hire or date of lay off shall retain original seniority date prior to lay off 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 14.

#### NON-PAID SICK LEAVE

Section 1. Loss of Seniority. No employee with more than one (1) year of continuous service who has worked 1250 hours in the previous twelve (12) months, will lose seniority because of absence due to sickness if said absence is not in excess of 180 calendar days and if said employee returns to work within seven (7) calendar days after receiving a doctor's release to work. The Company must return the employee to an available position within seven (7) calendar

days after he has been notified by the employee that said employee has been released to work by a doctor.

Section 2. Family and Medical Leave. The parties agree to comply with the Family and Medical Leave Act of 1993, integrated and concurrent with Article XIV, Section 1 – Non Paid Sick Leave, Loss of Seniority

Section 3. 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.

Section 4. 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.

#### ARTICLE 15.

#### **PAID 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 four (4) hours per month. Sick leave pay can accumulate up to a maximum of two hundred forty (240) hours.

#### ARTICLE 16.

#### FUNERAL LEAVE

In the event an employee with at least one (1) year of continuous service has a death in his / her immediate family he or she shall, upon request, be granted such time off, of up to three (3) days with pay to make arrangements and attend the funeral within the State of California. Pay will be for hours regularly scheduled and actually lost by the employee with such hours paid at the employee's regular hourly rate. Eligible employees may request up to two (2) additional vacation or personal holidays to make arrangements and attend the funeral of an immediate family member outside the State of California. Immediate family shall be restricted to; father, mother, brother, sister, spouse, children (natural or adopted), mother-in-law, father-in-law, grandparents, grandchildren, and registered domestic partner. Employees can request to use one (1) accrued vacation day to attend the funeral of an aunt, uncle, niece or nephew. Employee may also request up to five (5) additional days off if the funeral is held outside the United States, restricted to mother, father, sister, brother, child or spouse. Accrued vacation, if available, shall be used for any additional time requested. In all cases, Company may require proof of death.

#### ARTICLE 17.

#### **INCENTIVE PAY**

In the event the Company should desire to install a wage incentive, piece rate, or other bonus system or payment or standards, such method of payment must guarantee to each worker hourly earnings not less than those shown in the wage schedules attached hereto, and such plan of payment shall be installed only after agreement between the Company and the Union.

#### ARTICLE 18.

#### DISCRIMINATION

Section 1. Prohibition of Discrimination. The parties to this Agreement agree that there shall be no discrimination against any employee or any applicant for employment because of race, color, religion, sex, protected age, sexual orientation, or national origin or any other class protected by state or federal law or regulation. This obligation not to discriminate includes, but is not limited to: hiring, placement, upgrading, transfer or demotion; recruitment; advertising or solicitation for employment; training during employment; rates of pay or other forms of compensation; selection for training, and layoff or termination.

Section 2. 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.

Section 3. 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.

#### ARTICLE 19.

#### **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.

#### ARTICLE 20.

#### **UNIFORMS**

If the Company requires an employee to wear a uniform or a specific type of clothing, then the Company shall furnish such garments and launder or clean them without cost to the employee. In addition, 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. All employees shall be responsible for the return of said articles upon termination of employment.

#### ARTICLE 21.

#### WORKING RULES

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. Such rules and regulations shall be posted by the Company on a bulletin board located in such a position that all employees may become familiar with such regulations, or in writing and signed by the employee. The Company will make every effort to ensure employees understand new rules and regulations before they are implemented.

#### ARTICLE 22.

#### BULLETIN BOARD

**Section 1. Bulletin Board.** It is agreed that a suitable bulletin board will be installed by the Company near the time clock or another appropriate place. The bulletin board is also for the use of the Union in posting notices and other official Union material.

Section 2. Materials. Materials posted shall concern elections, meetings, reports and other official Union business. All material posted on the bulletin board shall either be on Union stationary or otherwise authenticated and shall be authorized on its face by an officer of the Union.

#### ARTICLE 23.

#### TIME RECORDS

Section 1. General Standard. 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. 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 2. Employment Records. 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 Union during regular business hours with advance notice.

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 24.

#### **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 25.

#### OPTIONAL MEDICAL-DENTAL SPOUSE/DEPENDENT COVERAGE

This Article shall be declared null and void effective 01/01/2022.

The employees in the bargaining unit shall have the option to buy additional coverage for dependents and/or spousal coverage in addition to the benefits contained herein with the Company HRA Insurance as noted in Article XXIV. Such additional coverage shall be paid by each individual employee and the premium for same shall be deducted by the Company and paid to the insurance company as per the direction of the employee.

#### ARTICLE 26.

#### RETIREMENT

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

#### ARTICLE 27.

#### WARNING NOTICE

No employee shall be discharged without having previously received progressive discipline; 1) verbal warning, 2) written warning, 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.

**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 28.

#### **SUCCESSORS**

In the event the operation or any part thereof is sold, leased or transferred, the Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation of this Agreement or any part thereof. The Company shall give the Union

and the employees affected fifteen (15) days notice of the termination of employment where the Company is terminating his business or selling the same. Where the employee works less than his/her normal schedule after the notice, he/she shall receive his/her normal pay. The Company shall give notice of his intent to sell not later than fifteen (15) days prior to the close of the sale.

#### ARTICLE 29.

#### **WORK STOPPAGE**

Section 1. Prohibition of Work Stoppages. There shall be no lockouts, strikes, slowdowns, work stoppages or interferences with production, including sympathy strikes or boycotts, for any reason whatsoever during the period of this Agreement. No picket line shall be observed unless sanctioned by the Executive Board of Local 75.

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, slowdown, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason whatsoever. If any unauthorized strike, slowdown, work stoppage or interference with production, including a sympathy strike or boycott occur 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

#### ARTICLE 30.

#### **SAVINGS CLAUSE**

In the event any article, 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 31.

#### **BREAK PERIOD**

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 and sixth 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) minute paid rest period for that day. Employees shall not be required to work in excess of three (3) continuous hours without a ten (10) minute rest period. Employees who work overtime and work over nine (9) hours are entitled to an additional ten (10) minute break.

#### ARTICLE 32.

#### **PRODUCTIVITY**

The Union recognizes that continuing large scale employment at a fair wage can continue only as long as high level of productivity is maintained within the Company's operation. The parties agree that this result is dependent upon achieving a high quality of individual employee

performance and efficiency and the Union shall undertake to encourage its members in the attainment of this objective. Increased productivity can be achieved by reducing damage, good care of tools and equipment, a minimum amount of wasted time, careful and economical use of supplies and, in general, a positive attitude by each employee. Efficiency of productions requires co-operative effort towards finding easier, better and faster ways of performing operations and the ready acceptance of higher productivity bases due to improvement in operations or methods.

#### ARTICLE 33.

#### WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation or either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE 34.

#### **HEALTH AND SAFETY**

The Company shall establish a safety committee, which shall include members of the bargaining unit for the purpose of meeting periodically in the interest of plant safety. Up to six (6) union members will serve one (1) year as members of the safety committee with new members appointed annually by department at the discretion of the Company. The Company will provide the Union a list of employees appointed to serve on the safety committee. In the event any employee violates the safety rules and regulations established by said committee, the employee shall be subject to suspension or discharge.

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. 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 member 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/tag out, and blood borne pathogens. Employees shall be provided with applicable safety and health information.

**Section 3. 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.

Section 4. Sanitation. Restrooms shall include appropriate lighting, mirrors, floor mats and will be stocked with necessities. 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 5. Protection from Blood borne Pathogens. For employees with potential occupational exposure, such as skin contact to blood or other potentially infectious materials, the Company shall provide the 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 6. 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 7. 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 35.

#### **LITIGATION**

In the event any action at law or equity is required to enforce this Agreement or any provision thereof, the prevailing party will be entitled to reasonable attorneys' fees and costs of suit.

#### ARTICLE 36.

#### **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.

#### ARTICLE 37.

#### RESPECT AND DIGNITY

The Company and the Union agree that each employee and representative of the Company should be treated with respect and dignity. Verbal abuse, threats, or harassment by employees, managers, or supervisors 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 38.

#### 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 voluntary 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 39.

#### **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.

## AMERIPRIDE UNIFORM SERVICES Sacramento, California

By:
Doug Henderson
Vice-President of Operations

Date: 10/29/2020

Chuck Kellogg
Director of Labor Employee Relations

Date: 10/29/2020

LOCAL NO. 75 Western States Regional Joint Board

Date: 10/29/2020

By: Ali II (UIII) Amador Quintero
Union Representative

Date: 10/29/2020

Committee Members: Sandra Godinez Ngan Van

### AMERIPRIDE UNIFORM SERVICES Sacramento, CA

#### ATTACHMENT A – WAGE RATES

Classification:	Current	(\$0.40) 8/1/2020	(\$0.40) 8/7/2021	(\$0.35) 8/6/2022
Stockroom	\$ 14.42	\$14.82	\$15.22	\$15.57
General Production	\$ 14.37	\$14.77	\$15.17	\$15.52
Washroom	\$14.90	\$15.30	\$15.70	\$16.05

#### 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

#### New Hire.

Through June 30, 2021, New employees will continue to 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 01, 2021, new-hires and all then current employees will be paid the wage described in the wage rate table above, depending on their classification.