# AGREEMENT BY AND BETWEEN INNOVATIVE CONSULTING & MANAGEMENT SERVICES, LLC AND TEAMSTERS LOCAL 222

## covering the period

July 31, 2024, through July 30, 2027



**Table of Contents For the Agreement Between** 

INNOVATIVE CONSULTING & MANAGEMENT SERVICES, LLC

And
TEAMSTERS LOCAL UNION NO. 222
For the Period July 31, 2024, to July 30, 2027

ARTICLE	DESCRIPTION	PAGE
	MASTER AGREEMENT	
	"This Agreement"	1
	Preamble	1
1	Recognition	2
2	Union Security	2
3	Checkoff	2
4	Management Rights	3
5 ,	Hours of Work	3
6	Holidays	4
7	Sick Leave	5
8	Leave Of Absence	5
9	On The Job Injury	5
10	Vacation	6
11	Representation	6
12	Union Representation	7
13	Posting and Union Bulletin Boards	7
14	Seniority	7
15	Discipline Procedure	9
16	Grievance Procedure	10
17	Arbitration	11
18	Fair Employment Practices and Equal Oppoltunity	11
19	Health and Welfare	11
20	Wage Rates and Effective Dates	12
21	Savings Clause	12
22	Subcontracting	12
23	Gender	12
24	Miscellaneous	13
25	Bereavement	13
26	Joint Committee Meetings	13
27	No Strike-No Lockout	13
28	Duration of Agreement	14
	Signature Page	14
	Appendix B - Wages	15

# INNOVATIVE CONSULTING & MANAGEMENT SERVICES, LLC DUGWAY

**THIS AGREEMENT** supersedes any and all previous agreements made and is entered into this 1<sup>st</sup> day of August 2024, by and between Innovative Consulting & Management Services, LLC (ICMS) operating in Dugway, Utah, or its successor, party of the first part hereinafter called "Employer", and the Teamsters, Chauffeurs, Warehousemen and Helpers Local 222, or its successor, with general offices in Salt Lake City, Utah, party of the second part, hereinafter called the "Union".

The CBA between the parties covers all custodial and janitorial staff under the Contract awarded to Employer at the US Army Dugway Proving Grounds.

#### **PREAMBLE**

It is the aim and purpose of this Agreement to assure industrial peace and efficient, economical, and profitable production, enabling the employees and the Employer to provide, so far as economic conditions may permit, security and continuity sympathetic interest in the industry, a working system and harmonious relations which are necessary to improve the relationship between the Employer, the Union, the employees of the Employer, and the public. Progress in industry demands a mutuality of confidence between the Employer, its employees, and the Union, so that all will benefit from the common-sense methods, and to these ends this Agreement has been made and mutually agreed upon.

#### **ARTICLE 1- RECOGNITION**

SECTION 1- Party of the second part, having established the fact that it represents a majority of the employees covered by this Agreement and is the duly selected and designated collective bargaining agent of such employees, the Union is hereby recognized as the sole and exclusive bargaining representative of all hourly custodial and janitorial employees covered by Contract # W911S6-23-P-0005.

**SECTION 2** - The employee groups set forth above do not include, and this Agreement does not apply to: managerial and supervisory personnel, security guards and clerical personnel.

#### **ARTICLE 2 - UNION SECURITY**

**SECTION 1** - It shall be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Union.

**SECTION 2** -The Employer agrees that subject to the provisions of this Agreement no member of the Union shall be discriminated against or discharged on account of good faith application of

the terms of this Agreement.

**SECTION 3** - The Employer and the Union agree that no union activity except the settlement of valid grievances are to be carried on during working hours.

#### **ARTICLE 3 - CHECK OFF**

**SECTION 1** - When authorized by the employee by a separate writing, in the form set forth in Appendix "A" (application for membership), the Employer agrees during the term of this Agreement to make deductions to the Secretary or other duly authorized officers or agents of the Union. The authorization to the Employer to make deductions as provided is irrevocable except when governed by the State or Federal Laws. If the laws of such State or of the United States provides the revocation of such authorization to the will of such employee, and if such employee exercises such right of revocation, the Union agrees that the Employer shall not be required to make such deductions or to pay over to the authorized officers of the Union any sum, the deduction of which has been revoked by the employee member from date of such revocation.

**SECTION 2** - Names of new employees hired will be furnished to the Union Steward during the first week of employment.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

The Employer shall have the exclusive right, subject to the provisions of this Agreement, and consistent with applicable laws and regulations: (a) to direct employees of the Employer in the performance of official duties; (b) to hire, promote, transfer, schedule, assign and retain employees in positions within the building, and to suspend, demote, discharge, or take other disciplinary action against such employees.

#### **ARTICLE 5- HOURS OF WORK**

**SECTION 1-All** work performed more than forty (40) working hours in any work week shall be considered overtime. Overtime shall be compensated for at time and one-half (1 1/2) of the employee's regular pay.

**SECTION 2** - There shall be no pyramid of overtime premium payments. Overtime premium shall not be paid more than once for the same hour or hours.

**SECTION 3** - Any employee reporting to work, when scheduled, any day and the Employer is unable to provide work due to an emergency closure of government facilities, the employee shall be given two (2) hours pay as compensation for reporting to work, provided the government pays the Employer for these hours. This clause is not to be interpreted as a guarantee of minimum work hours for an employee.

**SECTION 4** - Employees shall receive two (2); fifteen (15) minute paid rest periods.

**SECTION 5** - On each shift there will be a thirty (30) minute unpaid lunch period. Employees may elect to forgo their two (2) breaks in lieu of a paid thirty (30) minute lunch.

<u>SECTION 6</u> - Full Time Employees: Regular full-time employees on day shifts will be guaranteed a minimum of thirty-six (36) hours of work per week and as near as practicable, forty (40) hours per week based on seniority, subject to SECTION 3 above.

#### **SECTION 7** - Temporary Employees:

- (a) Temporary or on-call employees will fill in as needed by the employer, according to seniority. There will be no guarantee of work, however, they will be the next hired based on seniority and non-problematic work performance.
- **(b)** A maximum of three temporary employees may be placed on the weekly schedule. In the event of unforeseen circumstances beyond the company's control or an emergency should occur; the company will notify the Union. With approval from the Union, the company will be allowed to cany an additional (2) part time employees on the weekly schedule to accommodate the unforeseen circumstance or emergency.
- (c) Under no circumstance will temporary employees be allowed to work if any full-time employee is not receiving at least thirty-six (36) hours during the, or any week that temporary employees are used. Temporary employees will not be allowed to work if a full-time employee is on layoff.
- (d) If temporary employees are being used while full-time employees are being directed to stay home, the full-time employee will be made whole in any lost wages and/or benefits.

#### **ARTICLE 6 - HOLIDAYS**

**SECTION 1** - The following days shall be considered holidays under this Agreement:

New Years Day
Maitin Luther King's Birthday
Washington's Birthday
Independence Day
Memorial Day
Memorial Day
Memorial Day
Christmas Day
Christmas Day

**SECTION 2** - Regular full-time employees not assigned to work on a designated paid holiday shall receive their regular scheduled hours' pay at the regular straight time rate, subject to the following requirement: the employee must have worked all scheduled hours on the last scheduled shift before, and the first scheduled shift after the holiday, unless excused by the Employer.

**SECTION 3** - Part-time employees not assigned to work on a designated holiday shall be paid at the

regular straight time rate for the number of hours said employees normally works each day, assuming the requirements set forth are met.

**SECTION 4** - All work performed on a holiday shall be compensated for at time and one-half (1 1/2) in addition to holiday pay.

<u>SECTION 5</u> - Employees will not receive holiday pay if they agree to work on the holiday and fail to report. An employee may decline to work on a holiday only when a substitute employee of equal government required criteria is available and agrees to work the holiday.

**SECTION 6** -There shall be no pyramiding or duplicating of holiday pay.

<u>SECTION 7</u> - ("Holiday" as used in this Agreement, means the day on which the holiday is observed, whether it is the day on which the holiday falls or another day officially designated for its observance.

#### **ARTICLE 7 - SICK LEAVE**

**SECTION 1-** All employees covered by this Agreement shall be granted seven (7) days sick leave with pay per year, earned at the rate .583 days per month. Sick leave may also be advanced at the discretion of the Employer, in meritorious cases where longer periods of illness occur. In all cases of illness lasting more than three (3) days, a physician's certificate shall be submitted by an employee as claim for sick leave benefits, if requested by the Employer.

**SECTION 2-** Fourteen (14) days shall be the maximum benefit that can be accrued. Employees can either buy/cash out 50% of their total accrued sick time, one time per calendar year, with two (2) weeks of notice to management and/or will be allowed to carry over up to 14 days of sick leave. Upon termination for just cause or a failure to provide two weeks' notice of quit will result in no pay for accrued sick leave.

#### **ARTICLE 8 - LEAVE OF ABSENCE**

**SECTION 1** - Employees shall be granted a leave of absence for a period of up to six (6) months for inability to work due to illness or other acceptable reasons. When the employee on sick leave presents a written statement signed by his/her physician stating the employee is unable to return to work, the employee may receive a maximum of two (2) extensions, not to exceed three (3) months each without loss of seniority.

**SECTION 2** - Leave of absences are to be in writing, with one copy for the Employer, a copy for the Union, and a copy to be retained by the employee.

<u>SECTION 3</u> - If an employee, while on leave of absence, accepts other employment, his employment with the Employer shall cease, effective the last day worked.

**SECTION 4** - If the leave of absence is for on-the-job injury, it shall continue until the employee is found to be, by a competent physician, able to return to work or incapacitated for further work with the company.

#### **ARTICLE 9 - ON THE JOB INJURY**

All injuries, no matter how minor, must be reported by the employee to his immediate supervisor, immediately upon occurrence.

#### ARTICLE 10 - VACATION

**SECTION 1** - All employees with (1) one to (4) years of uninterrupted service shall receive two (2) weeks uninterrupted vacation with full pay. All employees with five (5) years or more of uninterrupted service shall receive three (3) weeks uninterrupted vacation with full pay. All employees with ten (10) years or more of uninterrupted service shall receive four (4) weeks uninterrupted vacation with full pay.

- **SECTION 2** It is agreed that the employee's vacation shall be paid at the current rate of pay, notwithstanding the current rate is more or less than the rate in effect at the time the vacation was earned. Vacation pay is to be given to the employee on the first pay period following the employee's anniversary date.
- **SECTION 3** When a holiday occurs during the employee's vacation, the Holiday will be paid in addition to the employee's vacation pay, providing the Holiday is one that would have been received had the employee been working. If a holiday falls on an employee's vacation, the employee will have the choice to float his/her holiday and use it on another date as a paid day off. An employee's request for the floating holiday must be submitted in writing.
- <u>SECTION 4</u> Uninterrupted service shall include all services within the bargaining unit, including service with predecessor employers.
- <u>SECTION 5</u> An employee may elect to cash out up to 50% of unused vacation pay in lieu of time off one time per calendar year and use the remainder of the vacation time.

#### **ARTICLE 11 - REPRESENTATION**

- **SECTION 1** The Union shall designate up to two (2) of the members as Stewards for the purpose of presenting and adjusting grievances.
- SECTION 2 When it is necessary for a Steward to leave his or her work area to investigate the claimed grievance, he or she shall request permission from his or her immediate supervisor and such request shall not be unreasonably denied. Review of grievances shall be made as close to the end of the shift as possible. In the event the Steward's duties require that he or she leave his or her work area, the Steward shall also receive permission from the supervisor from the other area he wishes to enter, and such request shall not be unreasonably denied. The Steward may request and shall obtain access through the appropriate supervisor, to review the document files and other records necessary for processing a grievance and, shall have the right to interview the aggrieved employee and witnesses during working hours. Such requests shall not be unreasonably denied. However, reasonable time limitations may be imposed by the Employer.
- <u>SECTION 3</u> During any employment orientation program for new employees, the Shop Steward or other representative of the Union shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject.
- **SECTION 4** The Employer shall notify the Union within twenty-four (24) hours of the name, address, and occupation of new or additional employees hired outside the Union.
- <u>SECTION 5</u> If Employer requires the service of a fee-charging employment agency to fill vacancies, the Employer agrees to pay such fees of the employee (or employees as the case may be) charged by the employment agency.

#### **ARTICLE 12 - UNION REPRESENTATION**

The Business Agent or duly designated representatives of the Union shall be allowed to visit the facility of the employer at any time during working hours and may be accompanied by a representative of the Employer. The Employer will be provided with advanced notice, no less than 24 hours, of any such visit.

#### **ARTICLE 13 - POSTING AND UNION BULLETIN BOARDS**

**SECTION 1-** There shall be posted a copy of this Agreement in a conspicuous place in the facility on a bulletin board provided by the Employer.

- <u>SECTION 2</u>- The Employer shall furnish bulletin boards for the exclusive use of the Union, subject to the conditions stated herein, if space is available. If sufficient space is not available, at least one
- (1) will be provided. The Union may place literature racks if space is available. Only suitable notices and literature may be posted or placed in literature racks except upon authority of officially designated representatives of the Union.

#### **ARTICLE 14 - SENIORITY**

- **SECTION 1** Each full-time employee shall serve a probationary period of ninety (90) calendar days, which will begin from the date of hire. Each part tin1e employee shall serve a probationary period of one hundred-twenty (120) calendar days, which will begin from the date of hire. During this period, the employee may be discharged without recourse to the grievance and arbitration procedure. Upon completion of the probationary period, seniority shall be computed from the first day of employment.
- <u>SECTION 2</u> Seniority shall operate on a classification basis. Employees transferring from one classification to another shall carry their seniority with them.
- <u>SECTION 3</u> It is understood and agreed that in all cases of promotion, demotion, or increases or decreases of force, the following factors shall be considered from the full-time bargaining unit employee pool:
  - (a) Increase or decrease in force Length of continuous service shall govern.
  - **(b)** This section shall not apply to the selection of Supervisory Personnel.
- **SECTION 4** Continuous length of service shall be broken, and the employment relationship terminated by written resignation or discharge for cause.
- <u>SECTION 5</u> If employees are promoted from any position or classification covered in the bargaining unit, thereby excluding them from coverage of this Agreement, such employees shall

retain seniority for a period of ninety (90) calendar days in the position from which transferred. An employee may, however, within the ninety (90) calendar day period, voluntarily elect to transfer back to the bargaining unit position.

**SECTION 6** - Seniority of employees laid off shall be retained for time worked, provided they are reinstated within twelve (12) months from the date of their layoff.

<u>SECTION 7</u> - Any employee reporting for military service for our country shall retain his seniority rating during his absence in accordance with the provisions of the Federal Selective Service Act.

**SECTION 8** - Any questions concerning seniority rights of an employee shall be jointly worked out by the Employer and the Union through the Grievance Procedure.

#### **SECTION9**

- a) Part Time Workers who are not available to be called in to work for a period of more than 30 days, shall <u>not</u> maintain their seniority rights, unless agreed upon between "the Company and the Union", defined as the signified parties. Upon reinstatement or rehire, the seniority date of said employee, will be defined as the date from which the employee was reinstated or rehired.
- **b)** Part Time Employees will be called in to work, according to their seniority standing (length of continuous service).

#### **ARTICLE 15 - DISCIPLINE PROCEDURE**

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. Any such discipline or discharge shall be subject to the grievance procedure of this Agreement, which could result in reinstatement and restitution, including back pay. Any disciplinary action will be consistent with the State Department of Labor and Federal Laws.

SECTION 1. Cardinal Sins: The Employer will not discharge or suspend any employee without just cause. No warning notice need be given in cases of theft, gross insubordination, possession, sale or being under the influence of narcotics or intoxicating beverages while on duty or consuming same while on duty, failure of or refusal to submit to drug and alcohol test, when a substantiated reasonable cause (1) exists, failure to report an accident (within one full work day) which has resulted in personal injury, threatening violence or engaging in an unprovoked physical assault, sexual, racial assault or other harassment, unlawful conduct, willful destruction of the Employer's, Government's and/or employees' property, becoming involved in a motor vehicle accident while driving the Employer's vehicle as a result of gross negligence, gross disobedience or using an Employer's vehicle for personal use without permission.

(1) A substantiated reasonable cause would be verified by the following: smelling alcohol on one's breath; witnessing consumption of narcotics or intoxicating beverages or erratic & unexplained behavior. Any of the previously stated examples need to be verified by management or a Government Representative before an employee can be required to participate in a drug and/or alcohol test. Notification shall be provided to the Business Agent prior to the employee being tested. A manager must accompany and transport the employee to and from the location the test will be administered.

**SECTION 2.** Employees will have the right to request entrance into a substance abuse program at any time prior to the actual point that the drug or alcohol testing from the company has been administered. By doing so, the employee would not be terminated for "Just Cause", however their continued employment would be based on said employee entering and completing a substance abuse program of their choice. The cost of said program will be borne by the employee. The Employee must enter a substance abuse treatment program and must provide the Company with proof of attendance in said program within (90) days of requesting treatment. This Section (2)"requesting treatment after notification to test" option will only be allowed one time during an employee's term of employment.

**SECTION 3. Progressive Discipline:** The Company's approach to progressive discipline shall be as follows:

Documented Written Verbal Coaching Letter
First Written Warning Letter
Second Written Warning Letter and/or Suspension*
Suspension and/or Discharge *

<sup>\*</sup> Options for discipline will be at management discretion

Employees have the right to ask for Union Representation during any meeting that could potentially lead to discipline being administered.

**SECTION 4.** Performance and Safety violations will be treated collectively for progressive disciplinary purposes. These infractions will be treated separately from Attendance violations.

**SECTION 5.** Discipline notices will expire in a rolling twelve (12) calendar months after the date of the incident which lead to said discipline. Example: Discipline date, March 10, 2020; date that the discipline is removed from the employees file, March 9, 2021. It is further agreed that no prior discipline will be used for progressive discipline after the twelve (12) month period has expired.

**SECTION 6.** It is agreed by the parties that in instances when (i) an employee is removed from working under the Contract by the government or at the direction of the government, (ii) the employee's authority to work under the contract is otherwise removed, suspended, denied or terminated by the government, or (iii) the employee no longer satisfies the government qualifications for his or her position, the employee may be terminated under this Agreement. Discipline and discharge action taken because of this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

**SECTION 7**. In order for discipline to be recognized, it must be presented to the employee and a copy sent to the Local Business Agent by mail, email or fax, within seven (7) calendar days of the infraction / occurrence to be valid.

#### ARTICLE 16-GRIEVANCE PROCEDURE

**SECTION 1** - For the purposes of this Agreement, a grievance is defined as meaning any dispute that may arise between the Employer or between the Union and the Employer, representing the interpretation, application, or alleged violation of any of the term of this contract. Nothing in this definition is intended to interfere with the Employer's rights under Article 4 of this Agreement and in the event of a dispute over any action taken by the Employer pursuant to Article 4, such disciplinary action or discharge shall remain in effect until settlement has been reached through the grievance procedure or arbitration.

**SECTION 2** -In order for grievances to be recognized, they must be presented within seven (7) calendar days of their occurrence and according to the following procedures.

**STEP 1** Employee, Steward (if requested by employee) and the employee's Supervisor, shall endeavor to adjust the matter within seven (7) calendar days of the occurrence. The Supervisor shall submit an oral reply to the grievant within two (2) working days.

**STEP 2** If they are unable to adjust the matter satisfactorily, the matter shall be reduced into writing, signed by the employee or employees and the Steward, then presented to the Project Manager within seven (7) calendar days from the oral reply of the Supervisor. The Project Manager shall reply in writing within five (5) working days of receipt of the written grievances.

STEP 3 If the parties are unable to reach a satisfactory conclusion, the matter shall be taken up by the Representative of the Union as soon as he is available together with the Steward, Project Manager, or his designee. The Employer shall have two (2) working days after this meeting to communicate his final answer to the Union in writing. If not satisfactorily settled, the union will determine whether the grievance may be processed to Arbitration.

The grievance will be deemed denied if the supervisor or Project Manager (or his designee) does not respond timely.

<u>SECTION 3</u> - All meetings may be held on Company premises in an area so designated by management where the affair will not interfere with or disrupt the usual plant procedures. Time for such meetings or conferences to be agreed upon by the Union Representative and Management.

#### **ARTICLE 17 - ARBITRATION**

**SECTION** 1 -Failing to reach an agreement in the preceding steps of the Grievance procedure, either party may submit any grievance involving the construction or application of the terms of the contract to arbitration. Arbitration may be instituted by a registered or certified letter of either party addressed to the other within seven (7) calendar days after receipt of the answer to STEP 3.

<u>SECTION 2</u> - The Arbitrator shall be selected by the Federal Mediation and conciliation Board in accordance with their established practice. Decisions shall be final and binding upon both parties and the expenses incident to the service of the Arbitrator shall be paid equally by the Union and the Employer.

SECTION 3 - The arbitrator shall have only the authority to interpret and apply the provisions of this written Agreement. The arbitrator has no power to add to, detract from, or change in any way the provisions of this Agreement, or to establish new terms and conditions of this Agreement. The arbitrator may not substitute his discretion in cases where the Company is given discretion by this Agreement. The arbitrator is empowered to award backpay and lost benefits and restore an employee's seniority. Any backpay award shall be reduced by any sums received as unemployment compensation, from interim employment, and/or by such amount as the arbitrator deems reasonable or if he finds that the employee failed to mitigate damages.

# ARTICLE 18 - FAIR EMPLOYMENT PRACTICES AND EQUAL OPPORTUNITY

**SECTION 1** - There shall be no discrimination by either the Employer or the Union against any employee because of race, creed, color, sex or religion, age, or national origin in the administration of this Agreement.

**SECTION 2** -The Employer and the Union further agree to abide by all Federal and State Laws as applied to the above mentioned an including the 1964 Civil Rights Act.

#### **ARTICLE 19 - HEALTH AND WELFARE**

**SECTION 1** - The Employer agrees to contribute the amounts specified below, for each hour in which compensation is paid, to include but not limited to, hours worked, paid vacation, sick leave and holiday hours up to a maximum of 40 hours per week, for each covered employee provided for in this collective bargaining agreement:

Effective August 1, 2024	\$6.36 per hour	
Effective August 1, 2025	\$6.61 per hour	(+0.25)
Effective August 1, 2026	\$6.86 per hour	(+0.25)
Effective August 1, 2027	\$7.11 per hour	(+0.25)

**SECTION 2** - In the event a suitable Health & Welfare Plan cannot be provided for with the amounts specified above, the employees shall be paid such contributions in the form of wages in accordance with Title 29, Part 4 of Code of Federal Regulations 4.177 (a) (1).

#### **ARTICLE 20 - WAGE RATES AND EFFECTIVE DATES**

Wage rates for various job classifications covered by this Agreement shall be provided under Appendix "B".

#### **ARTICLE 21 - SAVINGS CLAUSE**

Should any court of proper jurisdiction decide any clause, Section, or phrase of this Agreement to be illegal or contrary to any law now in effect and affecting the State of Utah, now or in the future, such decision shall not invalidate any remaining provisions of this Agreement.

#### **ARTICLE 22 - SUBCONTRACTING**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assignees. In the event the entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement, for the life thereof. On the sale, transfer or lease of any work performed under this Agreement, the specific provisions of the Agreement, excluding riders or other conditions shall prevail. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee. assignee, etc., of the operation covered by this Agreement or any palt thereof. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferee, or lessee executes a contract or transaction as herein described. The local Union shall be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement.

#### **ARTICLE 23 - GENDER**

Any reference in this Agreement to the masculine gender such as he, him or his, shall also include the feminine gender such as she or her.

#### **ARTICLE 24 - MISCELLANEOUS**

**SECTION 1** - The Employer shall not lower any existing standards of wages or conditions of employment by reason of the Agreement. In the event of replacement of any employee or the hiring of additional employee, such new employees shall receive the wages then prevailing in the building for similar work.

**SECTION 2** - The Employer may establish and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement. All such rules are to be posted before becoming effective, and the Union is to be furnished with a copy of such rules. The reasonableness of said Employer rules are subject to the Grievance and Arbitration Procedure of this Agreement.

<u>SECTION 3-</u> The Employer will provide a safety shoe or boot allowance of \$100.00 per employee per year of the contract. Employees will provide proof of purchase of approved shoes or boots and must be always worn during performance of duties.

#### **ARTICLE 25 - BEREAVEMENT**

**SECTION 1-** In the event of the death of a member of an employee's family, the employee shall be granted three (3) workdays off with pay. Employee's family shall include grandchild, brother, sister, stepbrother/sister, grandparents, mother-in-law, father-in-law.

**SECTION 2** - In the event of the death of a member of an employee's immediate family, the employee shall be granted four (4) workdays off with pay. An Employee's immediate family shall include spouse, domestic partner, child, stepfather, stepmother, father and mother.

#### **ARTICLE 26 - JOINT COMMITTEE MEETINGS**

A Labor Relations Committee consisting of not to exceed four (4) employees selected by the Local Union plus a business agent, and four (4) management employees selected by the company, will be established to discuss any current affairs of mutual concern of the Company, the employees, and the Local Union.

#### **ARTICLE 27 - NO STRIKE - NO LOCKOUT**

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences, disagreement or controversies of any nature or character (i.e. Grievance Procedure and Arbitration) there will be no strike, walk-out, slow-down, or work stoppage by the employees or any lockout by the Employer throughout the entire period of this Agreement. However, should either party refuse to abide by an arbitration decision, the other party shall have the right to exercise all legal and economic recourse.

#### **ARTICLE 28 - DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 31, 2024, and remain in effect until July 30, 2027, and shall automatically renew itself from year to year unless either party desired to modify or change the same, and such desire shall be in writing and presented to the other Party sixty (60) days prior to the expiration date hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly authorized officers and their seals to be herewith affixed and attested to on this 31st day of July, 2024.

For the Company:	TEAMSTERS, CHAUFFEURS,	
INNOVATIVE CONSULTING AND MANAGEMENT SERVICES, LLC	WAREHOUSEMEN AND HELPERS TEAMSTERS LOCAL 222	
Hanelt Jeg	_Jeff Kendall Jeff Kendall (Sep 4, 2024 09:54 MDT)	
9/5/24	09/04/2024	

### **APPENDIX B**

## **WAGES**

EFFECTIVE DATE	CLEANERS	LEAD PEOPLE
August 1, 2024,	\$17.71 (+0.51)	\$18.01 (+0.51)
August 1, 2025,	\$18.24 (+0.53)	\$18.54 (+0.53)
August 1, 2026,	\$18.79 (+0.55)	\$19.09 (+0.55)
August 1, 2027,	\$19.35 (+0.56)	\$19.65 (+0.56)

Lead people would continue to receive \$0.30 above top rate as shown above.

Part-time employees will receive a pro-rata of benefits (i.e. sick leave, vacation, holidays) based on their average hours worked.

## ICMS(PG) Teamsters Local 222 CBA\_Final

Final Audit Report

2024-09-04

Created:

2024-08-30

By:

Hamlet Lopez (Hamlet.Lopez@icmssolutions.com)

Status:

Signed

Transaction ID:

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## "ICMS(PG) Teamsters Local 222 CBA\_Final" History

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