

AGREEMENT

BETWEEN

ALSCO INC.

SAN FRANCISCO, CALIFORNIA

and

WESTERN STATES REGIONAL JOINT BOARD

LOCAL 75

January 1, 2020 - December 31, 2022



AGREEMENT

This Agreement is entered into by and between ALSCO Inc. San Francisco, California, hereinafter referred to as the "Employer", and Western States Regional Joint Board, LOCAL 75 hereinafter referred to as the "Union".

SECTION 1. RECOGNITION AND PURPOSE

A. The employer recognizes the Union as the exclusive collective bargaining representative for only those employees working in the classifications set forth in Appendix A- Wages, excluding employees covered by other collective bargaining agreements, guards and supervisors as defined in the National Labor Relations Act, as amended.

B. The purposes of this Agreement are to fix wages, hours and working conditions for those employees covered by its terms.

C. Supervisors shall not perform work covered by this Agreement except in cases of emergency or for purposes of instruction and/ or training.

SECTION 2. UNION SECURITY AND DUES DEDUCTION.

A. All present employees who are members of the Union on the effective date of the execution of this Agreement shall remain members of the Union, in good standing, as a condition of employment. Present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members, in good standing, of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment or on and after the thirty- first (31st) day following the effective date of this Agreement, whichever is the later.

B. Tender of the Union's periodic dues, assessments, initiation and special fees uniformly required as a condition of acquiring or retaining Union membership shall, for all purposes of this Section, be considered membership in the Union.

C. The employer, within seven (7) calendar days following receipt of written request from the Union, shall discharge any employee who fails to tender the periodic dues, assessments, initiation and special fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union. If the Union has notified the Employer in writing prior to the expiration of the seven (7) days that the employees has paid the amounts owing, the discharge shall not take place.

D. During the life of this Agreement, the Employer agrees to deduct Union membership dues, fees and assessments from the pay of each employee who executes or has executed the deduction authorization.

E. Deductions will be checked off each month out of the pay which is earned in the first full week of the month.

F. The Employer will remit to the Union all deductions on or before the fifteenth (15th) of each month.

G. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, action taken by the Employer in relying upon any such written authorization furnished the Employer by the Union, and the Union assumes full responsibility for the disposition of the funds so deducted, once they have been turned over to the Union.

H. The Union is to furnish the Employer a list of Union members from whom deductions are to be made. The Union shall also inform the Employer of the amounts due and owing by each such employee. These are to be mailed to the Employer at the first (1st) of each month.

SECTION 3. HIRING

A. When new or additional employees are needed by the Employer, the Employer shall first notify the Union of the number of employees and the classifications needed.

B. The Employer agrees that he will fill vacancies and new positions through the hiring offices of the Union, provided the Union shall be able to furnish competent and experienced persons for the work required. In the event the offices of the Union are unable, within twenty-four (24) hours, to furnish competent and experienced persons satisfactory to the Employer, the Employer shall have the right to hire from outside sources. Nothing in this Section shall be construed as prohibiting the Employer from temporarily filling the vacant or new position during the twenty-four (24) hour referral period.

C. The Employer retains the right to reject any job applicant referred by the Union. If requested by the Union, the Employer shall provide the Union with a reason for the rejection.

All newly hired employees shall be subject to pre-employment drug/alcohol screen and physical examination. Failure to pass either shall result in the employee's immediate termination.

D. If the Employer hires from outside source, the Employer will provide the Union with written notification of the employee's name, address, social security number and date of employment, within forty-eight (48) hours following the date the employee commences working for the Employer.

E. Outside sources referred to in B above shall include employees from Temporary Agencies for a period of up to ninety (90) days or until no penalties are assessed from said temporary agency.

SECTION 4. NON-DISCRIMINATION

A. There shall be no discrimination by the Employer against any employee or applicant for employment on account of membership in, or activities on behalf of, the Union. There shall be no discrimination by the Union in the referral of applicants for employment on account of non-membership in the Union.

B. Neither the Union nor the Employer shall discriminate against any person who is otherwise qualified in regards to hire, tenure of employment, promotion or job status because of sex, race, national origin, religion, physical handicap or age, sexual orientation or any other class protected as defined by State and/of Federal law.

C. For self-insured medical and dental plans sponsored and administered by AlSCO, Inc., we do confirm that a domestic partner of employees covered by our plans will be given the same rights as a spouse. This includes any benefits payable to a spouse and there are no requirements for proof of relationship such as an affidavit or waiting periods that are not also applied to married couples (for eligibility purposes we do require proof that the relationship, whether a spouse or domestic partner, is recognized by a government body either through a copy of a marriage certificate or registry certificate). Cobra-like continuation coverage is available to spouses, domestic partners, and step-children.

Domestic partners include those whose domestic partnership is currently registered with a governmental body pursuant to state or local laws. This includes both same-sex or opposite-sex couples.

SECTION 5. WORKING HOURS AND OVERTIME

A. Working. The workday will be eight (8) consecutive hours, excluding the lunch period. Employees commencing work between 5:00 a.m. and 10:00 a.m. inclusive, will be paid at the regular rate of pay for the employee's classification. Any employee commencing work after 10:00 a.m. and on or before 2:00 p.m. will receive a five cents (\$0.05) per hour premium payment in addition to the regular rate of pay for the employee's classification. Any employee commencing work after 2:00 p.m. and on or before 6:00 p.m. will receive a ten cents (\$0.10) per hour premium payment in addition to the regular rate of pay for the employee's classification. Any employee commencing work after 6:00 p.m. and on or before 11:00 p.m. will receive a fifteen cents (\$0.15) per hour premium payment in addition to the regular rate of pay for the employee's classification. Any employee commencing work after 11:00 p.m. and on or before 5:00 a.m. will receive a twenty cents (\$0.20) per hour premium payment in addition to the regular rate of pay for the employee's classification.

B. Minimum Workday. No employee whether temporary or regular, shall be employed for less than four (4) hours in anyone (1) day. In cases of a plant breakdown, section 6 of this Agreement shall govern.

C. Workweek Guarantee. A normal straight-time workweek shall be forty (40) hours, Monday through Friday or Tuesday through Saturday. Whenever possible, the Employer will work forty (40) hours per week. Any employee commencing work at the start of the employee's regular scheduled shift on Monday will be guaranteed a minimum of thirty-six (36) hours per week, or thirty-eight (38) hours of pay (including holiday pay), during a holiday week. These guarantees will not apply where the employees break the guarantee.

Employees shall be assigned to the Tuesday to Saturday shift on the basis of reverse seniority or by volunteers.

Regular part-time employees may be hired with a guaranteed minimum of twenty (20) hours per week. Such regular part-time employees shall not exceed fifteen percent (15%) of the Employer's total work force except in plants with as few as fifteen (15) full-time employees, where three (3) regular part-time employees may be hired.

If the Employer wants to implement a four (4) day ten (10) hour workday work week in all or a segment of the Employer's operation, the Employer shall discuss the issue with the affected employees and determine their sentiment regarding such work schedules by means of a secret ballot pursuant to State law. The Employer shall notify the Union of the results of the election. The Employer shall give the union and the employees at least four (4) weeks notification of its need to implement a 4-10 work week. Employees shall have two (2) consecutive days off on Saturday and Sunday. Seniority shall be considered for the scheduling of the workweek, along with job the classification, provided the employees have the ability to perform the necessary work. Overtime shall be paid after ten (10) hours in a day and forty (40) hours in a week. The Employer agrees to meet with the union and its committee to discuss issues regarding the alternate workweek.

If a holiday occurs on the employees regularly scheduled workday then the employee shall be eligible to receive ten (10) hours holiday pay. If a holiday occurs on the employee's regularly scheduled day off the employee will receive eight (8) hours holiday pay. In accordance with Section 7 (g) all work on holidays shall be paid for at the rate of time and one-half (1 ½) the employee's regular rate of pay, as well as receiving the holiday pay

D. Overtime. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be paid for all work performed.

1. After eight (8) hours worked in anyone (1) day;
2. In excess of forty (40) hours worked in any work week;
3. In excess of thirty-two (32) hours worked in any week in which a paid holiday occurs;
4. For all hours worked on Sunday.

Overtime at double the employee's regular rate of pay shall be paid for all work performed on an employee's seventh (7th) consecutive workday.

Maximum of Overtime. Employees will have a maximum requirement of two (2) hours of overtime during any single shift. However, if the reason for the overtime is due to equipment breakdown, acts of God or other emergency, the aforementioned two (2) hour maximum shall not apply. This provision shall not prevent voluntary overtime in excess of two (2) hours.

E. Scheduling of Overtime. Except in cases of emergency, the Employer will provide notice to the affected employees before lunchtime of any overtime work. Employees shall not unreasonably refuse to work overtime. Any employee who consistently refuses to work overtime shall be subject to disciplinary proceedings.

F. Pay. The regular payday shall be Thursday for hours worked from the second preceding Friday through the preceding Thursday.

Employees shall punch their time cards within seven (7) minutes or less before the shift starts and within seven (7) minutes or less after the shift ends. Pay for any fraction of an hour worked over seven (7) minutes will be rounded off to the next quarter (1/4) of an hour for compensation purposes.

SECTION 6. PLANT BREAKDOWNS

The following will apply in the case of the temporary closure of a plant of department caused by an equipment of facility breakdown, including temporary power failure:

A. An employee who is sent home immediately after arriving at work because of a plant breakdown will receive two (2) hour's pay at the employee's regular rate of pay provided the employee returns to work when instructed and completes the remaining hours available for that shift. This pay will not be afforded if the employee was notified to report to work.

B. If the employer instructs the employees to stand by on the premises to wait for the machinery or the plant facility to be repaired, all affected employees will be paid the regular rate of pay during the standby time.

C. If the employees are released from the premises, subject to recall, the employees shall not be required to report to work in less than two (2) hour's time.

D. If the employee is released after commencing work and not recalled, the employee will be paid only for time actually worked or for one (1) hour's pay, whichever is greater.

E. Any employee recalled to work on the day of a plant breakdown may be required to work until 6:00 p.m. Only those employees who volunteer to work after 6:00 p.m. or who are regularly scheduled to work a shift ending after 6:00 p.m. may be required to work after that hour. On the day of a plant breakdown, overtime will be paid in excess of any eight (8) hours on that date.

F. The thirty-six (36) hour minimum workweek guarantee shall not apply to any week in which a plant breakdown occurs.

G. In the event of an energy crisis, where the local utility companies require the Employer to schedule work during certain hours of the day, the Employer and the Union will mutually agree on alternate work schedules to meet the emergency. In no event the Employer's wage rate obligations be increased as a result of the emergency.

SECTION 7. HOLIDAYS

A. Paid Holidays. The following holidays are recognized under this Agreement. Each will be recognized on the day established by the Federal Government as the holiday. New Year's Day,

President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Employee Floating Holiday.

B. Qualification for Holiday Pay. No employee will be entitled to holiday pay until completion of thirty (30) calendar days of employment with the employer.

C. Non- Working Holidays. No employee shall be required to work on New Year's Day, Labor Day, Thanksgiving Day or Christmas Day. All remaining holidays shall be designated as "workable" holidays.

D. Workable Holidays. The Employer may require an employee to work on any workable holiday. Except in an emergency, the Employer will provide reasonable advance notice to employees of such requirement. Any employee who fails to work as required shall not receive holiday pay unless the failure is excused by bonafide illness or advance permission of the Employer. In the event of illness, the Employer may request that the employee provide a doctor's statement providing the bonafide illness immediately upon return to work after the illness.

Should the Employer work on Presidents' Day, the employees shall be eligible for a Floating Holiday in the twelve (12) month period encompassing President's Day.

E. Non- Workable Holidays. In order to qualify for holiday pay on a non-workable holiday, the employee must have worked all hours of work scheduled of the week in which the holiday occurs, including work on either the Saturday preceding or following the holiday (work can be required on only one (1) such Saturday for purposes of holiday pay qualification). The Employer will notify employees no later than the preceding Thursday of the required Saturday work. An employee's failure to perform all such required work, including the designated Saturday, will not be excused except by bonafide illness or advance permission of the Employer. In the event of illness, the Employer may request that the employee provide a doctor's statement proving bonafide illness immediately upon return to work after the illness.

F. Holiday Pay. Holiday pay shall be eight (8) hours of pay at the employee's regular rate.

G. Holiday Rate of Pay. All work on holidays shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay, as well as receiving the holiday pay.

H. Sunday Work in a Holiday Week. No employee shall be required to work on Sunday during a holiday week.

I. Plant Closure During a Holiday Week. If the Employer, through his own volition, closes the plant during a holiday week, holiday pay will be paid to all employees qualifying for such pay in accordance with Section 7 of this Agreement.

J. Voluntary Work on Non-Workable Holidays. If an emergency occurs in a plant requiring the performance of work on a non-workable holiday, other than Labor Day, employees may voluntarily perform work on such holiday. The Employer will provide notice of the emergency to the Union.

K. Employee's Birthday. An employee must be employed for one (1) year before becoming entitled to a birthday holiday. The employee shall provide advance notice to the Employer of the

date of the birthday. Such notice will be given at least two (2) weeks prior to the birthday. If the Employer finds it inconvenient to provide a day off on the employee's birthday, the Employer will grant the employee a day off with pay within two (2) weeks, either preceding or following the week in which the birthday occurs. For individuals hired after December 31, 2019, they will receive the Employee's Birthday and Employee Floating Holiday following their fourth (4th) anniversary of employment with the Company.

SECTION 8. VACATION

A. Vacation Benefits. An employee's vacation entitlement is determined by the employee's anniversary date. No vacation entitlement will, however, arise until the employee has completed one (1) year of service with the Employer.

Every employee who, on the most recent anniversary date of their employment and who has been in the service of the employer for a period of one (1) year or more, shall be entitled to vacation benefits in accordance with the following schedule:

<u>Length of Employment</u>	<u>Number of Weeks of Vacation with Pay</u>
One (1) year of more but less than three (3) years prior to their anniversary date	1 week
Three (3) years or more but less than eight (8) years prior to their anniversary date	2 weeks
Eight (8) years or more but less than eighteen (18) years prior to their anniversary date	3 weeks
Eighteen (18) years or more prior to their anniversary date	4 weeks

B. Proration of Vacation Benefits. Employees who are entitled to vacation benefits in accordance with paragraph A of this Section, but who only work a portion of any year, will receive a proration of vacation benefits in accordance with time worked. For purposes of the proration, one (1) week will equal one fifty-second (1/52) of the vacation benefits.

C. Vacation Pay Upon Termination of Employment.

1. An employee shall not be entitled to any vacation pay upon termination of employment if the employee has been employed for less than six (6) months.

2. Any employee who has worked for the Employer for more than six (6) months shall be entitled to prorated vacation pay at the time of termination. The proration will be determined on the basis on one fifty-second (1/52) of the employee's vacation entitlement for each week worked by the employee since their most recent anniversary date.

D. Rate of Vacation Pay. Vacation pay will be at the employee's regular rate of pay for forty (40) hours.

E. Payment of Vacation Benefit. Employees shall receive their normal weekly paycheck while taking scheduled vacation thru direct deposit.

F. Additional Vacation Without Pay. Employees have the right to seek and request an additional two (2) week's vacation, without compensation, at the time of vacation scheduling, and may take it provided the Employer has given permission for that additional week of vacation without pay. Subject to the vacation scheduling provisions of paragraph 8-I, once the Employer has granted such permission, it will not be withdrawn. Should the Employer deny the employee's request for an additional two (2) week's unpaid vacation, and after investigation by the Union, the Union feels the denial is unreasonable, the request shall be subject to the grievance provisions of this Agreement. In no event will disputes under this subparagraph be subject to arbitration.

G. Computation of Time Worked. Paid holidays will be counted as time worked for purposes of prorating vacation benefits. Employees off due to illness or industrial injury will receive full vacation benefits for the first sixty (60) days of absence. Time off in excess of sixty (60) days shall not be counted as time worked for proration purposes.

H. Vacation Requirement. All employees must take their vacation each year. Pay in lieu of vacation time off will not be granted. There shall be no accumulation of vacation from year to year. Employees shall take their vacation in the twelve (12) month period following their anniversary date.

I. Vacation Scheduling. The vacation period shall be from January 1 to December 31. Vacation scheduling shall be based on seniority. The Employer shall have the right, in accordance with business needs, to restrict the number of persons on vacation during any given time period. In no event shall a vacation be scheduled during a holiday week. On or before November 1st in each year, the Employer shall make a vacation scheduling list available to all employees. All employees shall schedule vacations by December 15th of each year for the following year. Any employee who does not schedule a vacation by December 15th shall not exercise any seniority preference. Once the vacation scheduling has been completed, vacation will not be changed except by mutual consent of the Employer and the employee.

SECTION 9. REST PERIODS

Each employee shall be entitled to a rest period of ten (10) minutes during each four (4) hours of service, without deduction in pay. Insofar as practical, the rest periods will be granted in the middle of each four (4) hours of service. No employee will be required to work over (3) hours without a rest period.

Any employee who completes work between the fourth (4th) and sixth (6th) hour will not be entitled to a second rest period. Any employee working in excess of six (6) hours will receive a second (10) minute break period or pay in lieu thereof, if prevented from taking the second break as a result of the Employer's work scheduling of other directive.

SECTION 10. DISCHARGE

A. Probationary Period of Employment. Every new employee will be subject to a ninety (90) day probationary period. During the probationary period, the Employer may discharge the employee for any reason. Any discharge occurring during the ninety (90) day probationary period shall not be subject to the Grievance and Arbitration procedure set forth in Section 12 herein.

B Discharge of regular Employees. Every employee shall be a regular employee upon completion of ninety (90) days of continuous employment. Discharge of a regular employee shall be for just cause only and shall be subject to the Grievance and Arbitration procedure set forth in Section 12 herein.

C. It is understood and agreed that the right to discipline or discharge for just cause shall rest in the discretion of the Employer. No employee shall be discharged, except in the case of gross misconduct, without first receiving a verbal warning, a written warning notice followed by a disciplinary layoff of up to three (3) days within a twelve (12) month period. Should no offense occur in the twelve (12) months following the warning notice and/or disciplinary layoff, the notice shall be declared null and void. Notwithstanding the above, no prior warning notice or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but not limited to: theft, embezzlement, deliberate violation of posted Company rules, bringing, selling or using illegal drugs and/or alcohol in the plant or on Company property, gross insubordination, serious safety violations that create dangerous conditions for the employees or others, harassment or violence, and/or falsification of Company records or dishonesty, or other similarly serious infractions.

D. Discharge Notice. Any discharge notice shall be in writing and shall set forth the reasons for the discharge. The Employer shall send a copy of the discharge notice to the Union, within 5 working days.

SECTION 11. NO STRIKE/NO LOCKOUT

A. During the term of this Agreement, neither the Union nor any employee shall engage in a strike, picketing or refusal to provide services.

If the Employer is picketed by a Union other than the Union which is party to this Agreement, employees shall not refuse to cross such picket line unless the picketing has been officially and specifically endorsed and sanctioned by the Executive Board of Local 75 and the Western States Regional Joint Board.

B. During the term of this Agreement, the Employer shall not engage in any lockout of Employees.

SECTION 12. GRIEVANCE AND ARBITRATION

It is agreed by the parties that all grievance and disputes arising under the terms of this agreement shall be settled in accordance with the procedures outlined as follows in this article. A grievance or dispute under this agreement is defined as a dispute, claim of complaint arising under, out of, or in connection with or relating to this agreement or the meaning, application, interpretation or performance thereof, and arising during the term of this agreement and/or any extension thereof. Such grievance or dispute shall be taken up in accordance with the following steps:

A. Step 1. The aggrieved employee and/or employee's steward or union representative shall discuss the matter with the employee's immediate supervisor within fifteen (15) working days from the time on which the action being grieved is known to the aggrieved employee, or the right to proceed is lost. It will be required that a grievance must be filed within ten (10) working days for a discharge. Such supervisor shall have three (3) working days in which to give their answer. If the grievance is with the direct supervisor, than the employee or union representative shall discuss the matter with the next supervisor or manager, up to the General Manager. If the grievance is not satisfactorily disposed of, then;

B. Step 2. The grievance shall be reduced to writing, presented and discussed with the designated representative of the employer, within five (5) working days from the company's answer in Step 1.

The company shall have five (5) working days in which to give their answer. If the grievance is not satisfactory disposed of, then;

C. Step 3. The written grievances shall be considered at a meeting between representatives of the union and the company. The company shall advise the union of the answer, in writing, within ten (10) days after the meeting. If the grievance is not satisfactory disposed of, then;

D. Step 4. At the request of either party, within ten (10) days after disposition of Step 3, the matter may be referred to a board of adjustment. Any grievance submitted later than outlined in the above section shall not be considered. A board of adjustment shall be appointed consisting of two (2) representatives of each contracting party. This board shall meet for consideration of all matters submitted to it within seven (7) business days subsequent to the receipt of same.

E. If a majority of the Board fails to render a decision within the time limits specified, or the Board cannot reach a majority decision, the matter may be referred to arbitration by either party. Such referral shall be within ten (10) days of receipt of the decision of the Board of Adjustment.

F. Upon receipt of a written request for arbitration, the parties will attempt to select an arbitrator to hear the matter. If agreement cannot be reached, either party shall be entitled to request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Names of

the arbitrators shall be alternately struck and the last name remaining shall be appointed as the arbitrator. The first strike shall be determined by the toss of a coin. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employee(s). The arbitrator shall not add to, subtract from, alter or change the scope and terms of this Agreement. The Arbitrator's fees and any incidental expenses of the arbitration shall be shared equally by the Employer and the Union.

G. The time limits set forth in this Section may be extended by mutual agreement of the Employer and the Union. Failure to comply with any of the time limits set forth in this Section shall result in a default and the waiver of the grievance and the right to arbitrate.

H. In no event shall any decision on any grievance regarding a complaint over payment of wages and/or fringe benefits be retroactive for a period of more than ninety (90) calendar days, except as may be provided by statute.

SECTION 13. SENIORITY

A. Qualification. Seniority is defined as the length of service of an employee since their most recent date of hire with the Employer. Employees shall not attain seniority until such time as they complete ninety (90) days of employment with the Employer. Upon such completion, the seniority date shall revert back to the initial date of hire.

B. Layoffs. In the event of layoffs due to lack of work, that as between persons of relatively equal ability and competence, the most junior employee will be laid off. Determination of the employee's competence and ability is within the Employer's judgment, which shall be supported by valid records or documentation.

For purposes of layoffs, seniority will be determined plant wide provided the remaining employees can perform the work required, in the Employers discretion. Departments to be excluded due to special skills are: Washroom, Tumbler Operator, Press and Garment Department (except Tunnel), Mending and Tie-out and cleanup.

The above provision does not apply to daily additional or reduction of hours.

C. Promotion. Whenever a job opening occurs in a classification covered by this Agreement, the Employer shall extend the opportunity of promotion to all employees by posting the open position. Employees shall have two (2) working days from the date of the job posting to indicate interest in the position. The Employer shall promote based upon the Employer's determination of the employee's competency, general ability and length of service. If no current employee is qualified for the job, the Employer shall have the right to hire a new employee in accordance with the provisions of Section 3 of this Agreement.

D. Breaks in Seniority. Seniority shall be broken for the following reasons:

1. Discharge for just cause;
2. Voluntary quit;
3. Unemployment by reason of non-industrial illness
For over six (6) months;
4. Unemployment by reason of industrial injury for

Over twelve (12) months;

Unemployment by reason of layoff in excess of ninety (90) days if an employee has less than one year of service, layoff in excess of one hundred and eighty (180) days for any employee with over one year of service.

SECTION 14. LEAVES OF ABSENCE

A. **Military Leave of Absence.** The Employer will comply with the terms of the Universal Military Training and Service Act with reference to all provisions providing for the reemployment of persons entering the military service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

B. **Union Business.** An employee shall be allowed time off without pay for the purpose of attending collective bargaining agreement negotiations, arbitrations, NLRB hearings, Employer and Union meetings, and Union conventions. Any employee desiring such leave shall provide advance notice to the Employer of not less than three (3) working days. The Employer shall have the right to place a reasonable limitation on the number of employees absent at any given time for Union business so that such absences do not unreasonably interfere with the Employer's operations.

C. **Non-Industrial Illness or Disability.** An employee shall be entitled to a leave of absence, without pay, for up to six (6) months in the case of non-industrial illness.

D. **Industrial Related Disability.** An employee shall be entitled to a leave of absence, without pay, for up to twelve (12) months in case of physical disability occasioned by an industrial accident.

E. **Proof of Physical Disability.** The Employer shall require any employee to submit proof of physical disability in order to obtain a leave of absence pursuant to paragraphs C and D herein. The employer may also require a doctor's certification that an employee is capable of fully performing their duties upon a return to work after any leave of absence granted in accordance with paragraphs C and D herein.

F. **Other Leaves.** Any leaves of absence, other than those specified in this Section, will be afforded only with the Employer's advance permission and at the Employer's discretion. Leaves of absence for other proper purposes shall be granted in writing and shall not be unreasonably denied.

G. **Employee Notification of Taking Leave.** It shall be the employee's obligation to promptly notify the Employer of the need to take leave under any of the above Sections and to inform the Employer of the probable length of the leave.

H. **Employer Notification Upon Return to Work.** Any employee returning from an approved leave of absence shall provide the Employer with at least one (1) week's advance notice of the date of their return to work. The employee shall have the right to return to work at the start of the Monday shift following notification.

I. Leave Conditions. The time that elapses during an approved leave of absence shall not adversely affect an employee's seniority rights. All leaves described in this Section shall be without pay without the payment of any fringe benefits, except as may otherwise be provided in Section 8-G. Time lost during a leave of absence shall not count as time worked during the employee's anniversary year. Any employee desiring to make their own contributions for health and welfare coverage may do so under the provisions of COBRA.

J. Immigration related meetings. The employer shall grant employees excused absences where given one (1) week's prior notice to attend any appointment scheduled by the INS of the Department of State with respect to immigration or citizenship status of the employee, child or parent. The employer may require proof of the appointment and proof of the family relationship.

K. California Family-School Act. The Employer will comply with all aspects of the Family School Partnership Act with respect to all employees who are parents, guardians or grandparents with custody of one or more children enrolled in a California public or private school kindergarten, in grades 1 - 12, or are in a licensed childcare facility.

SECTION 15. FUNERAL BENEFIT

After one (1) year of employment, employees are entitled to three (3) paid days of funeral leave at their hourly wage rate. Employees shall be paid funeral leave for the death in their immediate family, which is to consist of a mother, father, brother, sister, present spouse, domestic partner, child, adopted child, aunt, uncle, current mother-in-law, current father-in-law, grandparents and grandchildren. In the event of a death in the immediate family outside the general area, the company will extend further unpaid leave to all employees where extended travel is required to attend a funeral or memorial service for a member of the employee's immediate family. Employees with less than a one (1) year of employment, with the employer, may take funeral leave under the same terms and conditions, but with no pay.

SECTION 16. JURY DUTY

An employee with six (6) months' service for the Employer, who is called for jury duty, will receive the difference between jury pay and normal straight-time earnings for a maximum period of ten (10) working days per calendar year. As a condition to jury pay, the employee must provide reasonable notification to the Employer after receipt of the notice to report for jury duty, normally within twenty-four (24) hours, and must cooperate in trying to be excused from jury duty if the Employer so desires. As a further condition to receiving jury pay, the employee must produce a receipt from the jury Commissioner that the employee has been called or has served, if such receipts are provided, and must report to work, if excused, in time to put in at least four (40) hours to work.

SECTION 17. UNION BUSINESS

A. Union representatives shall have access to the Employer's place of business during working hours for purposes of enforcing the terms of this Agreement, including the securing of

applications for Union membership in accordance with Section 2 of this Agreement. The Union officials shall have the obligation of first calling at the plant office to notify the Employer upon their arrival at the Employer's place of business. The right of visitation shall not unreasonably interfere with the normal conduct of work. The Employer shall provide a private place for any discussion between the Union official and an employee. The Union shall have access to the Employer's time cards and payroll records of employees covered by this Agreement, provided they are directly related to a grievance, health and welfare or pension audits.

B. Two (2) shop stewards, named by the union from among employees working in the plant, shall be allowed to investigate grievances as long as no undue time is taken or that would interfere with production. Shop Stewards shall not be discriminated against in any manner by the Company or his agent because of giving any information regarding a violation of the Union Agreement or on account of his or her activities in presenting an adjustment or grievance or disputes to the Union.

Stewards may also act as representatives in grievance meetings and other meetings where the presence of the "union representatives" is authorized under this Agreement. They may be assisted in such activities by authorized representatives from the union.

If California becomes a Right to Work State, the Employer will arrange for all newly hired bargaining unit members to attend a Union orientation on company time and on premises, for no more than thirty (30) minutes, within four (4) weeks of each new employee's date of hire. Such orientations will be scheduled in consultation with the Union Representative and Shop Steward

SECTION 18. QUALIFICATIONS FOR HEALTH AND WELFARE AND PENSION CONTRIBUTIONS.

An employee will qualify for health and welfare contributions for any given month if:

1. The employee has completed three (3) months of service;
2. The employee is on the Employer's payroll on the First (1st) day of the month in which the contributions are made.

An employee on an authorized leave of absence, in accordance with Section 14 of this Agreement, will not be considered on the Employer's payroll during such leave.

SECTION 19. HEALTH AND WELFARE PLAN

A. All employees will be covered by the Alsco Basic Plan. The Employer will pay for the full cost of the Alsco Basic Plan for health, dental, vision, prescription drugs and life insurance for each eligible employee, with the exception of the employee contribution of three (\$3.00) dollars per week during the second year of the Agreement; four (\$4.00) dollars per week during the third year of the Agreement, for all members of the bargaining unit employed as of

January 1, 2020. Employees hired after January 1, 2020 shall pay ten (10%) percent of the total cost of the insurance package. Employees will have an option to purchase coverage for dependants.

SECTION 20. PENSION BENEFITS

A. It is agreed that the Employer shall pay \$61.42 per month, per employee to the National Retirement Fund (NRF) for the purpose of providing retirement benefits to eligible employees. Additionally, the Employer will contribute to the Pension Fund in accordance with the Pension Recovery Act surcharge / taxation and the national agreement between AlSCO and the Trust Fund as follows:

Effective	6-1-2019	\$104.68
Effective	6-1-2020	\$109.45
Effective	6-1-2021	\$114.44
Effective	6-1-2022	\$119.66

B. The Employer shall be subject to the provisions of the presently existing Retirement Trust and the action of the Trustees in reviewing and/or amending the provisions of such Trust on all matters with the exception of contribution rates, which are covered above.

C. Each employee on the payroll of the Employer on the first (1st) day of each calendar month shall be eligible to have Employer pension contributions made on their behalf; however, no contributions shall be made on behalf of new hires who are not members of the bargaining unit until the first (1st) calendar month following the employee's first thirty (30) calendar days of employment

SECTION 21. SICK LEAVE PAY

A. Employees with more than two (2) year of continuous employment with the Employer shall earn sick leave pay at the rate of 5/12ths days pay, per month, providing the employee has no unexcused absences during the month and providing the Employer notifies the Union of all unexcused absences immediately following their occurrence. The Employer will comply with the California Sick Leave law (AB1522) in all respects, which law shall take precedent.

Employees shall be eligible for sick pay on the fourth (4th) day of absence if they have fifteen (15) days in the bank. If the employee does not have fifteen (15) days in their bank they will be paid starting with the fifth (5th) day of absence. Doctor's note or documentation from the hospital required prior to fourth (4th) or fifth (5th) day sick leave being paid. If the employee qualifies for UCD benefits, then sick leave pay shall be integrated with UCD benefits.

Sick leave pay shall be cumulative to a maximum of twenty (20) days.

Individuals hired after January 1, 2020 shall receive three (3) days of PTO after 90 days of employment, three (3) more days of PTO after one year of employment, instead of their current five (5) days of vacation received after one year of employment, which PTO can be used for sick

leave or vacation. Starting with when they have more than two (2) years of employment they will be treated same as all other members of the bargaining unit.

B. The union agrees to waive the current San Francisco ordinance code, Chapter 12W, Paid Sick Leave Ordinance.

SECTION 22. EMPLOYEE CLASSIFICATION AND WAGES

A. The following job classifications shall apply regardless of whether the work processed is dry-cleaned or wet-washed:

1. General Production Employee
2. Washroom / Tumbler Operators
3. Department Leads
4. Cleanup Persons

B. Employees in the above job classifications will receive the wage rates set forth in Appendix A hereto, which is fully incorporated by reference in this Agreement.

C. Job Assignments. All employees in any department listed above will be expected to perform all job tasks assigned to such department. Any employee temporarily changed from a higher to a lower paid classification shall be paid at the rate of the higher classification, and any employee temporarily changed from lower to a higher classification shall be paid the rate of the higher classification during the time worked in such higher classification. Utility personnel, regularly assigned to work in all departments, shall receive the wage rate established for the highest classification or work the employee performs.

D. Classification Committee. Should a job not covered by any of the above classifications be introduced by the Employer, the job shall be submitted to a classification committee for determination of the appropriate classification and wage rate of the job. The classification committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union. The committee shall meet within ten (10) days of notification that a new job will be established and its findings, by majority vote, shall be binding on both parties. Failure to arrive at a majority vote shall authorize either party to immediately proceed to arbitration, in accordance with the procedures set forth in Section 12 of this Agreement.

Prior to the establishment of a wage rate by the classification committee, the employee shall be paid wages as determined by the Employer. Any minimum rates determined by arbitration shall be retroactive to the date the classification dispute was submitted to the Arbitration for determination.

E. Nothing herein shall be construed as requiring the Employer to establish a head of any department listed in paragraph A of this Section, provided, however, that when only one (1)

employee is employed in the washroom, route or bundle makeup or soiled lined department, that employee will receive the head wage rate.

F. Piecework. Anything pertaining to piecework is violation of this agreement, provided, however, that the Union and the Employer can mutually agree on the adoption of incentive plans during the term of this Agreement.

G. Trainees. A training period of not more than ninety (90) days may be established for new employees who have not worked in the laundry as a member of Local 75 during the thirty-six (36) months immediately preceding their most recent date of hire. Such new employees will be paid ninety percent (90%) of their classification rate for the first ninety (90) calendar days of employment; and the full rate thereafter.

H. Wages. Employees hired pursuant to this Agreement shall be paid the wages set forth in Appendix A hereto.

C. WAIVER

WAIVER OF THE San Francisco Minimum Compensation Ordinance. Company and the union agree that each and every provision of the San Francisco Minimum Compensation Ordinance (San Francisco Administrative Code, Chapter 12P) is waived as to employees covered by this agreement. This section is intended to constitute the "explicit waiver" as described by San Francisco Administrative Code, Section 12P.10.

SECTION 23. MANAGEMENT RIGHTS

Except as expressly limited by the terms of this Agreement, the Employer retains all rights of management. The Employer shall have the right to make reasonable rules and regulations pertaining to employees, which rules do not conflict with the express terms of this Agreement, to use, add to, remove, change, and/or otherwise to exercise sole control and discretion over security cameras and other security devices in or around the workplace; to assign or transfer its employees; to implement, modify or eliminate any production or work standards; to change equipment, methods, facilities, areas of production or service, and types of production and service; to change or discontinue any procedure used in connection with production or service; to add to or reduce the number of shifts; to change the work schedules and/or the number of overtime hours to be worked; to determine the job duties and responsibilities of any job; to determine the qualifications necessary to any of the jobs it shall have or may create in the future; to implement, modify and enforce an attendance, tardiness and absenteeism policy or policies.

SECTION 24. WORKING CONDITIONS

A. Ventilation, Lunch Rooms and Dressing facilities. The Employer shall furnish adequate ventilation for the premises on which work is done. The Employer shall provide adequate facilities for dressing purposes, which shall be comfortable and sanitary, and shall also provide

necessary lunch rooms and drinking water for the protection of the health and welfare of the employees.

The Employer agrees to maintain a clean, sanitary washroom with toilet facilities and hot water.

B. Safety Committee. An industrial safety committee, with equal representation from Management and Labor, may be established at the request of either party for the purpose of considering safety conditions and implementation of safety requirements.

SECTION 25. SANITATION AND SAFETY

Health and Safety

A. General

The Company shall make reasonable provisions to ensure the safety and health of its employees during their hours of work. Both the Union and the Employer 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.

B. Protective Equipment

The Employer shall make available appropriate personal protective equipment at no cost to the employees except in situations involving intentional damage, or negligence

C. Protection from Blood Borne Pathogens

(a) Protective Equipment For employees with potential occupational exposure such as skin contact to blood or other potentially infectious materials, the Employer shall provide appropriate personal protective equipment. Personal protective equipment will be considered "appropriate" only if it is fluid resistant to blood or other potentially infectious material under normal conditions of use. The Employer 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. Disposal (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.

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

D. Joint Safety and Health Committee

A Joint Safety and Health Committee will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union, provided that no more than one (1) employee will be chosen from any one department and other individuals selected by the Employer. The committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The General Manager or his/her designee will coordinate the meeting of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production process and working conditions and will make recommendations to management to improve safety and health in the workplace. The Employer will consider the recommendations from the committee in good faith.

E. Safety and Health Related Trainings

The employer shall provide job safety and health related training as required by Federal, State and Local regulations. Such training shall take place at intervals that comply with the applicable regulated or standard.

SECTION 26. SOLICITATION OF DONATIONS OR CONTRIBUTIONS

There shall be no solicitation of donations or contributions, charitable or otherwise, among employees during the term of this Agreement.

SECTION 27. INDUSTRIAL INJURY

A. Notification of Industrial Injury. Any employee who sustains an industrial injury must notify their immediate supervisor or other management representative within thirty (30) minutes of occurrence of the injury. The Employer will refer any employee, who sustains industrial injuries and requires medical attention, to a physician.

In the case of an industrial injury where the employee is ordered not to work for the rest of the day, by the physician referred to in paragraph A herein, the employee shall be paid for the balance of their scheduled shift that day.

The Employer will handle all leaves of absence due to Industrial Related Disabilities in accordance with all relevant California laws.

SECTION 28. SALE, TRANSFER OR LEASE

A. Notification Obligation. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lease or assignee of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date of sale, transfer, lease or assignment.

In the event the Employer sells or transfers volume to another plant covered by the terms of this Agreement, and the Employer receiving the volume requests that employees transfer with such volume, such employees shall retain accumulated seniority vacation rights provided the transfer is made within a period of seven (7) calendar days.

SECTION 29. COURTESY, RESPECT and DIGNITY

The employer and the union agree that each employee and representative of the employer should be treated with courtesy, respect and dignity. Verbal abuse, threats or harassment by any employee or manager will not be tolerated. Disciplinary action will be conducted in a professional manner.

SECTION 30. ETHNIC AND CULTURAL DIVERSITY

A. English as a Second Language Information. Employer agrees to distribute information regarding available ESL programs to employees and may provide space on our bulletin board to that end.

B. In the event that an employee expresses that he or she is experiencing difficulty understanding English in a situation involving a dispute on the shop floor, a possible grievance, possible confusion about work duties and responsibilities, or necessary clarification of questions arising out of this agreement, he may request the assistance of a translator of his choice, as long as such translator is on the premises.

SECTION 31. SCOPE AND EFFECT OF AGREEMENT

A. Full Understanding of the Parties. This Agreement fully and completely incorporates the understanding of the parties and constitutes the sole and entire Agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement, demand any change nor shall either party be required to bargain with respect to any matter, except as set forth in Section 22-D and, provide further, that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent.

B. Unlawful Action Not Required. The parties agree that neither will willfully require the other to do or perform any act prohibited by law.

C. Savings Clause. In the event any provision of this Agreement is held illegal or invalid for reasons that it conflicts with Federal or State law said illegality or invalidity shall not affect the remaining provisions of this Agreement. The remainder of the Agreement shall continue in full force and effect and the parties hereto shall immediately proceed to negotiate and adopt a new provision to take the place of that declared to be illegal or invalid.

D. Change of Law. The parties agree that, in the event of a change in local, city, state or federal law that modifies, changes or otherwise may affect the terms or conditions of employment as set forth in this Collective Bargaining Agreement the Parties will immediately meet to discuss how the change affects the terms or conditions of the Agreement. It is intended that, in no event, shall any such change in the law be permitted to add to, or take away from, rights and privileges afforded under this Agreement and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. Either Party may re-open the Agreement for negotiations only on such terms that are affected by the change in local, city, state or federal law.

SECTION 32. PROPERTY SERVICE CIVIC ENGAGEMENT FUND

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

The Union agrees to indemnify and save the Employer 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

SECTION 33. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2020, except for those provisions of this Agreement which have been assigned other effective dates, and shall remain in full force and effect to and including December 31, 2022, and shall continue thereafter from year to year unless at least sixty (60) days prior to, but not more than ninety (90) days before December 31, 2022, or to January 1st of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement. In the event negotiations over a new Agreement extend beyond the expiration of this Agreement, the Parties agree that all terms and conditions of this Agreement shall remain in effect until a new Agreement is negotiated and entered into, or either Party gives written notice of not less than seven (7) calendar days that the extension of the Agreement will be terminated at the end of the seven (7) day notice period.

ALSCO Inc.

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

By: 

Glen Teixeira
General Manager

Date: 2-18-2020

By: _____

Maria Rivera
Regional Manager

Date: _____

Amador Quintero
Union Representative

APPENDIX A – WAGE RATES

	1/01/2019	1 st Payroll Following Ratification \$0.50	1/01/2021 \$0.50	1/01/2022 \$0.45
Job Classification:				
General Production Employees	\$15.60	\$16.10	\$16.60	\$17.05
WASHROOM/Tumbler Operators	\$16.60	\$17.10	\$17.60	\$18.05

Lead positions shall receive a minimum of \$0.25 per hour above the positions that employees lead.

Hourly Increases are across the board

Trainees:

Trainees will receive the break-in rates of pay as provided in Section 22-G of this Agreement. All employees employed at the time of acceptance of this Agreement will receive the hourly rate increases on an across-the-board basis. Employees hired after the date of acceptance will receive the hourly rate set forth in their job classifications, as noted in the above schedule.

SECTION 33. TERM OF AGREEMENT

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ALSCO Inc.

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

By: 
Glen Teixeira
General Manager

By: 
Maria Rivera
Regional Manager

Date: 2-18-2020

Date: 9-28-2020

Amador Quintero
Union Representative