

# COLLECTIVE BARGAINING AGREEMENT

*between*

ALSCO INC.

PORTLAND LINEN



SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 49

*in effect from*

JUNE 1, 2023

— *through* —

MAY 31, 2027

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[www.SEIU49.ORG](http://www.SEIU49.ORG)

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AGREEMENT, made effective the first day of June 2023 between ALSCO, Portland Linen of Portland, Oregon herein called the "Employer," and the Service Employees International Union (SEIU), Local 49, herein called the "Union".

## **ARTICLE 1 UNION SECURITY**

Section 1. Bargaining Unit. The Employer recognizes, Service Employees International Union (SEIU) Local 49, as the sole collective bargaining agent for all the employees in the handling and/or processing of laundry, including all marking, sorting and any and all handling of garments from the time such laundry reaches the plant, until same is checked out to the customer or driver for delivery, excluding drivers, engineers, office, clerical and supervisors.

Section 2. Union Security. It shall be a condition of employment that all employees in the bargaining unit who are members of the Union on the effective date of this paragraph shall remain members in good standing and those who are not members on the effective date of this paragraph shall, on the thirty-first (31<sup>st</sup>) day following the effective date of this paragraph, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees in the bargaining unit who are hired on or after the effective date of this paragraph shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.

A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union and the Employer, when notified, shall assist in the collection of such dues and initiation fees.

Upon written notice from the Union of the failure on the part of an employee to tender initiation fees and dues as above required, the Employer shall, within seven (7) days of such notice, discharge said employee.

Section 3. Checkoff. The Employer shall deduct from the wages of each employee who has voluntarily given a signed authorization, the initiation fee and dues uniformly required of Union members according to the Constitution and Bylaws of the Union and any additional contribution to the Committee on Political Education (COPE). The Union shall notify the employer of any COPE contribution. The monies so deducted shall be remitted to SEIU Local 49, 3636 SE 26<sup>th</sup>, Portland, OR 97206 including a record of the employees name and unique identifying number, the amount deducted and any reason for non-payment of dues, not later than the fifteenth (15<sup>th</sup>) of each calendar month. The Union agrees that it will indemnify and hold harmless the Employer from all suits, actions and claims against the Employer or persons acting on behalf of the Employer arising out of the Employer's faithful compliance with the terms of this Article, provided the Employer notifies the Union in writing of such claim and tenders the defense to the Union.

Section 4. All supervisors and managerial employees are excluded from this Agreement. Such individuals may perform bargaining unit work if no union employees are available. Forepersons performing bargaining unit work are included within this Agreement.

Section 5. A bulletin board for the posting of notices of communications shall be provided in a location available to all employees.

## **ARTICLE 2 HIRING**

Section 1. The Employer shall distribute to new hires a copy of this Agreement and the Union "New Membership Information," which includes a list of union representatives, dues and benefits information and information about union programs and membership. The Employer agrees to allow twenty (20) minutes of work time for a representative of the Union or Steward to make a presentation during the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representational status, organizational benefits, facilities, and collecting membership applications. Such time will be a regularly scheduled part of new employee orientation. This time is not to be used for discussion of any labor/management disputes.

Section 2. Each month the Employer shall mail a written notice to the Union. Said notice shall set forth the name, unique identifying number, and date of hire of each employee in the bargaining unit including those hired within the previous thirty (30) days.

Section 3. Neither this Article nor any Article of this Agreement shall be interpreted to require an employee to join the Union prior to thirty (30) days after being hired.

Section 4: Electronic Information transmission. The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, unique identifying number, department, location, job title, home address, phone number, status (full time, part time, etc.), date of hire and date of birth. This report shall be in a computer-readable form.

## **ARTICLE 3 DISPUTES AND GRIEVANCES**

Grievances subject to the procedures of this Article 3 shall constitute any dispute concerning the interpretation or application of this Agreement or any claimed breach thereof. All grievances arising under this Agreement shall be processed as follows:

Section. 1. An employee having a grievance shall present such grievance to their immediate supervisor and, a shop steward, if on a shift, shall be present if requested by the employee. If the Union determines that the matter merits further processing, such grievance shall be presented, in writing, to the Employer within ten (10) working days of its occurrence.

Section 2. The Employer or Union may initiate a grievance by presenting it in writing to the other party within ten (10) working days after the matter constituting the grievance has occurred. The right of the Employer to resort to grievance and arbitration procedures set forth herein need not be exhausted nor shall it preclude said Employer from seeking injunctive relief only in a court of competent jurisdiction for violation of Section 4 hereunder.

Section 3. The parties hereto shall meet and attempt to settle a grievance within a period of seven (7) working days from the date of filing of the grievance. Should the parties hereto be unable to settle, resolve or adjust the matter within the period prescribed above, or any written extended period which shall have been agreed upon between the Union and the Employer, then either the Union or the Employer shall have the right to submit the grievance to a Joint Local Area Grievance Committee. A matter will be considered timely submitted by the moving party providing the other party written notice within twelve (12) days of filing the grievance or any written extension thereof agreed upon by the parties.

The Joint Local Area Grievance Committee shall be composed of one (1) member representing the Union and one (1) member representing the Employer. Both parties shall notify the other of the names of their representatives on the Committee within fifteen (15) days of the filing of the grievance or any written extension thereof agreed upon by the parties.

The Joint Area Grievance Committee shall have jurisdiction of all grievances referred to it, and shall meet within twenty (20) days of filing the grievance or any written extension thereof. The Committee shall act upon the matter within two (2) days of the above said meeting, and a decision of the Committee shall be binding upon all parties. The time limits provided may be extended by mutual consent. Should the panel fail to meet or either party fail to appoint a representative to the Committee within the time limits set forth above, the other party may proceed as if a deadlock had occurred.

In the event of a deadlock, either party may within ten (10) working days submit the dispute to a neutral party whose decision shall be final. In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) working days thereafter, the Office of the Federal Mediation and Conciliation Service shall be requested by the party requesting arbitration to submit a list of nine (9) proposed arbiters from the Oregon area. The Employer and the Union shall each alternately strike from this list one name at a time until only one name remains on the list. Both parties shall accept the arbitrator remaining on the list. Costs will be split equally by both parties.

Section 4. During the term of this Agreement there shall be no strikes, lockouts or cessation of work unless either party fails to promptly follow this grievance procedure, or refuses to carry out any decision of the arbitrator.

Section 5. Unless stated otherwise, all time periods set out in this Article shall be calendar days. Should employee, Employer or the Union fail to initiate or prosecute the grievance within the time limitations set forth above, the grievance is waived.

**ARTICLE 4**  
**TERMINATIONS AND DISCHARGES**

Section 1. The Employer shall not discipline, discharge or suspend any employee, other than a probationary employee, without just cause. The Employer shall not administer any discipline in the presence of non-supervisory employees, except where such employees are acting as Union representatives or interpreters.

Section 2. The Employer shall not discharge nor suspend any employee without just cause and without having first given at least one (1) warning letter to the employee in writing and a copy of the same to the Union, except where the cause thereof is:

- A. Dishonesty;
- B. Use or distribution of marijuana, illegal drugs or intoxicating liquor while on duty; or failure to notify management of authorized prescription drugs where such drugs are the same, or similar in nature, to illegal drugs or where they may affect the employee's ability to safely perform the job;
- C. Being under the influence of liquor, marijuana or illegal drugs while on duty;
- D. Failure to turn in any money collected for the account of the Company;
- E. Willful destruction of property;
- F. Failure to report promptly and honestly serious accidents or personal injuries;
- G. Gross negligence;
- H. Gross insubordination;
- I. Engaging in a work stoppage not protected by this Agreement or law; and
- J. Sexual, racial or any other form of harassment contrary to law.
- K. Work Place violence to include; racial or sexual insults, name calling, or verbal abuse, direct or indirect threats, non-verbal threats.

For other offenses, not noted above and including, but not limited to, the following, a warning letter shall be given (an employee shall not be discharged without first having been notified that a repetition of the offense will make him liable to dismissal):

- A. Incompetence

- B. Inefficiency;
- C. Persistent tardiness, absenteeism, and/or failure to notify Employer of absence in a timely manner unless there are circumstances beyond their control;
- D. Failure to abide by the terms of this Agreement;
- E. Sleeping while on duty;
- F. Violation of common safety rules which endanger the safety of the employee, fellow employees, customers or the property of the Company; and
- G. Failure to follow plant rules authorized by this Agreement.

Section 3. The warning notices herein provided shall remain in effect for a period not to exceed nine (9) months from the date of issuance so long as the employee has received no subsequent warning notices for the same type of offense within said nine (9) months. Warning letters, to be considered as valid, must be issued within ten (10) days after the Employer should reasonably have become aware of the occurrence of the cause claimed by the Employer in such warning letter.

Section 4. The Employer shall notify the local Union in writing of the discharge or suspension of any employee within five (5) working days, which shall contain a statement of the conduct giving rise to the discharge or suspension.

Section 5. Under no circumstances shall a probationary employee be entitled to a warning notice.

Section 6. Two (2) valid warning notices within a six (6) month period may constitute sufficient cause for suspension or discharge even though the warnings are for different offenses.

Section 7. Plant rules may be established by the Employer and filed with the Union which do not conflict with this Agreement.

## **ARTICLE 5 SENIORITY**

Section 1. An employee's seniority shall be computed from the time of their employment. However, the employee shall be on probation for ninety (90) days following the date of their employment, during which time the employee shall have no rights accorded by Articles 3 (solely disciplinary and/or discharge matters), 4, and 5 of this Agreement, which may be extended for an additional thirty (30) days with the mutual consent of the employee and Employer. Days worked while on light duty or accommodation shall not count toward the probationary period.

Section 2. Seniority rights are lost if an employee who has completed their probationary period, quits, is terminated for just cause, fails to report or communicate within five

(5) working days after a notice of recall, or who is absent from work for illness or accident (other than industrial accident) or is on an approved leave of absence, for more than six months. Seniority shall continue to accrue for up to one (1) year while an employee is absent due to industrial injury or covered by worker's compensation.

In the event an employee is unable to work due to illness, accident, emergencies or leaves of absence, such employee shall be reinstated at such time as the employee is able to resume work provided such employee has properly notified the Employer at the time their accident, illness, emergency or leave of absence commences and the absence falls within the time lines of the above paragraph. The Employer may require medical verification of such illness or injury and a medical release to return to full duty. Employees shall not qualify for a leave of absence until six (6) months after their seniority date. Employees shall be granted leaves of absence for good cause.

Section 3. In the event of reduction and restoration of work force, plant seniority shall prevail unless there is a demonstrable difference in ability and competence. Departmental seniority shall prevail in preference over the greater number of hours of work. Additionally, the Employer shall make a reasonable effort to transfer a less senior employee who is qualified to perform the job, when an involuntary transfer to a different department is required due to daily fluctuations in work levels. For purposes of this Article, the term department shall mean any one of the following: Counting and soil, wash and tumble, garment finishing, flat finishing, distribution, salvage, stock and mending department.

Section 4. Whenever a job opening occurs in any department it shall be posted for at least three (3) days. The successful applicant must be qualified and competent, general ability, disciplinary record and seniority shall determine such qualification. However, no discipline may be considered that is still pending in the grievance process at the time. The Employer, for the purpose of this Section, shall be the sole judge of competency and general ability, provided such judgment is made in good faith and is not arbitrary.

Section 5. At the request of the Union and upon at least fifteen (15) days' written notice, employees shall be granted up to fifteen (15) working days leave of absence for purpose of Union activities, once every six (6) months. This leave shall be in addition to the leaves provided for in Section 2. This leave shall be limited to a maximum of one (1) employee at this plant at any time, unless the Employer, in its sole discretion, grants leave to additional employees. Such leave may be extended by mutual agreement of the parties.

## **ARTICLE 6 PICKET LINES**

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action, nor permanent replacement, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, but excluding primary picket lines at the Employer's places of business. It shall not be a violation of



this Agreement if any employee refuses to perform services for an Employer or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

## **ARTICLE 7 WAGES**

Section 1. The wage scales attached hereto as Exhibit A shall constitute the minimum wages payable during the life of this Agreement. Nothing shall prohibit the Employer from paying higher rates than those set forth.

Section 2. No employee shall suffer a decrease in wages or working conditions by reason of the adoption of this Agreement.

The Employer shall have the right to return an employee to their regular job classification rate should the employee be receiving a premium for duties that are no longer being performed.

Section 3. When an employee is temporarily assigned to a job for the convenience of the Employer, such employee shall receive the rate of pay of their regular job or that of the new assignment, whichever is the greater, for the hours performed on such new assignment.

Section 4. In the event of a breakdown, employees affected shall be required to stand by or be sent home for the day and paid their four (4) hour guarantee, or be released from all duties for a minimum of two (2) hours. Any employee required to stand by shall be paid at straight time for the duration of such period of such breakdown. A one (1) hour lunch period may be used to reduce stand by time, provided such lunch hour shall begin by 10:30 a.m. and terminate by 1:00 p.m. Work performed following the termination of such breakdown shall be computed at straight time up to eight (8) hours for that day and shall, in no event, extend beyond 6:00 p.m. of the day such breakdown occurred.

Section 5. Upon request of the Union, the Employer shall submit any records necessary for checking of employees' hours, pay, or conditions of employment provided for in this Agreement. Such inspection shall be made by duly authorized business representatives of the Union during working hours, the time of such inspection to be agreed upon by the Union and the Employer, after notice by the Union to the Employer that such inspection is requested. The authorized representative of the Union will have access to the plant of the Employer during regular business hours to conduct Union business, including review of conditions of employment provided for in this agreement, provided the Union representative makes known his presence to Employer's officials on duty when entering the Employer's premises to talk to employees. The privileges accorded by this Section shall not permit interruption of the performance by bargaining unit employees of their assigned tasks.

Section 6. All employees shall be paid weekly on Friday for work performed through the previous payroll period.

Section 7. Incentive plans may be established, changed or discontinued at any time by the Employer so long as they are above the minimums provided for in Section 1 above.

Section 8. Regular part-time workers shall be paid for holidays, jury duty and vacations in ratio to the number of hours such worker averages per week as such hours relate to forty (40) hours for a full-time worker.

## **ARTICLE 8 HOURS**

Section 1. The Workweek. The workweek consists of five (5) eight (8) hour days, Monday through Friday or Tuesday through Saturday.

Section 2. The day shift is normally eight hours between 4:00 a.m. and 7:00 p.m. Washroom help whose shift commences prior to 4:00 a.m. shall be paid the swing shift wage for the entire shift. Any employee who is assigned work that commences after 4:00 a.m. and ends before 7:00 p.m. is on the day shift the entire period worked. The straight-time day shift rate is set forth in Exhibit "A."

Section 3. The Swing Shift. The swing shift is normally eight hours between 7:00 p.m. and 4:00 a.m. Any employee who is assigned work that commences before 4:00 a.m. or ends after 7:00 p.m. is on the swing shift for the entire period worked. The swing shift provisions of this Article do not apply to janitors and watchmen.

Section 4. Day Shift Compensation. All day shift work performed over eight (8) hours in one (1) day shall be paid for at the rate of one and one-half (1 ½) times the regular hourly scale unless an employee fails to work their scheduled shifts during the work week, in which event overtime shall apply solely after 40 hours. All day shift work performed over 40 hours in one week shall be paid for at the rate of one and one half (1 ½) times the regular hourly scale. All work performed on Sundays shall be paid for at the rate of double the regular hourly scale, except janitors and watchmen. If a sixth day is worked, it shall be paid at the rate of time and one-half; unless the employee has been absent for some portion of the five (5) prior days, other than due to lack of work, in which event overtime shall be governed by the first sentence of this Section. On a Tuesday through Saturday workweek, Sunday will be paid double time, and Monday will be paid at time and-half as the sixth day. A day shift worker whose shift does not regularly include overtime work extending beyond 7:00 p.m, shall not be entitled to swing shift premium pay for any portion of the shift. It shall be assumed that occasions requiring a day shift worker to work overtime extending beyond 7:00 p.m. shall arise by reason of an emergency only.

Section 5. Swing shift shall be paid at the hourly rate herein specified in Exhibit A for straight time hours for each classification plus a \$.15 per hour premium. This premium will be multiplied by the appropriate training rate percentage, if applicable.

Section 6. Split Shifts. There shall be no split shifts and all employees reporting for work shall be guaranteed not less than four (4) hours' employment at the applicable rate.

Section 7. The longest continuous hours of work shall be given the regular employees of each department. No probationary employees or part-time employees shall be employed in any classification with any plant in any day where the regular employees in the same classification are working less than eight (8) hours in that day. Hours worked will be reviewed weekly.

Section 8. All hours of work shall be consecutive with these exceptions: No employee shall be required to work over five (5) hours without a rest period or a lunch of at least thirty (30) minutes but no more than one (1) hour. Each shift shall be granted two (2) rest periods of a full, continuous and uninterrupted fifteen (15) minutes duration which shall occur after the second and sixth hour of each shift. All rest periods are to be taken on the Employer's time. An employee who voluntarily leaves work prior to the rest break shall not be compensated for such rest break. Nor shall the second rest break in any shift be compensated unless more than six (6) hours have been worked during the shift (the computation of which shall not include the lunch period). An employee who works over two (2) hours past an eight (8) hour shift shall receive an extra lunch break and, if he works through that extra lunch break, shall be paid for an additional thirty (30) minutes at double time.

Section 9. The Employer will make every reasonable effort to give the employees as much advance notice of overtime work as possible, and will give timely response to all requests for absence from overtime work. An employee shall be excused from overtime work due to illness, prior arrangement for childcare, transportation, medical appointments or other conditions which are beyond the employee's control. An employee wishing to be excused from working overtime must so advise the Employer at the time the overtime work is requested. No employee shall be disciplined for refusing to work overtime where the employee has a bona fide excuse for not performing such overtime, however, an employee may be discharged or suspended for giving a false excuse.

Section 10. The Employer will post a sign-up sheet for voluntary overtime by Department each week. Employees who wish to work overtime during that week will write their name on the sign-up sheet, and the Employer will assign these employees in order of Departmental seniority. If less employees signed up than are needed, the Employer will mandate additional employees by Department to work the overtime in reverse seniority order. Employees may be excused in accordance with Section 9 of this Article. In applying this paragraph, employees who have the training and experience to work in the Department will be included for purposes of overtime even though they may be currently working in a different Department.

Section 11. The Employer will post a sign-up sheet for volunteers to take time off due to lack of work by Department each week. Employees who wish to take such time off during that week will write their name on the sign-up sheet, and the Employer will assign these employees in order of Departmental seniority. If less employees signed up than are needed, the Employer will mandate additional employees by Department to take the time off in reverse seniority order.

## ARTICLE 9 VACATIONS

Section 1. All employees having seniority shall have the benefits of this Article. All employees who have been in the employ of the Employer for a period of one (1) year shall receive one (1) week's vacation with pay; all employees in the employ of the Employer for a period of two (2) continuous years shall receive two (2) weeks' vacation with pay; all employees in the employ of the Employer for a period of ten (10) continuous years shall receive three (3) weeks' vacation with pay; and all employees who have been in the employ of the Employer for a period of fifteen (15) continuous years shall receive four (4) weeks' vacation with pay.

Section 2. Vacation pay shall be paid at the rate of forty (40) hours for each week of vacation.

Section 3. Vacation Prorate. Employees shall not qualify for full vacation pay unless they have worked 1750 hours in their anniversary year of employment. An employee who does not work 1750 hours in the vacation year of employment shall receive pro rata vacation pay with the numerator being the actual hours worked and the denominator being 1750 hours. After one (1) year's continuous employment, any employee terminating during any period prior to the anniversary date of employment shall receive pro rata vacation pay. Such pro rata vacation pay shall be in addition to any earned vacation per Section 1 of this Article 9. No such prorate shall be paid if the employee voluntarily quits and fails to give the Employer a two (2) week written notice unless the employee can establish their failure to do so was beyond their control, or if such employee is discharged for reasons which do not require the giving of a warning notice under Article 4, Section 2.

Vacations shall be taken from January 1st to December 31st of each year and shall be bid according to seniority in December of the preceding year. Any vacation time not scheduled during the annual vacation bidding process will be awarded on a first-come, first-served basis. Employees may carry over any unused, accrued vacation, up to two (2) times their annual vacation accrual, and no one will suffer a loss of vacation accrued above this amount, if any, at the time of ratification. The Employer will notify employees each quarter in writing of the amount of vacation they have accrued and its expiration date so that they can schedule time off. If the employer has no available time off to satisfy such vacation by December 31 of the year, then the employees shall take the unused vacation during January or February of the following year.

No more than four employees will be scheduled off at the same time, unless the total number of bargaining unit employees increases to 85 or more, in which case up to six employees may be scheduled. If an employee's first choice for vacation cannot be granted, the Employer will schedule the employee for their second and/or third choices before scheduling a less-senior employee's vacation. The Employer will post the vacation schedule no later than January 15<sup>th</sup> of each year in an area accessible to all employees. The Employer will post a list of all bargaining unit employees and their seniority dates, arranged by seniority date, next to the vacation schedule.

Section 5. Continuous service shall include eligible time worked for a prior employer who has merged or sold his business to the present Employer in respect to such employee's transferring to the purchasing employer.

Section 6 Two employees per week will be allowed to bid for vacations by seniority on the weeks preceding holidays. The weeks of the holidays will remain blocked from vacations. Once an employee secures one of these holiday vacation weeks, he or she will not be eligible to rebid another holiday week during the same calendar year.

Section 7. Employees may request in writing permission to schedule an unpaid leave of absence if they do not have enough vacation available to cover a requested absence. The granting of any such leave shall be at the discretion of the Company,

## **ARTICLE 10 HOLIDAYS**

Section 1. A holiday week shall be a seven (7) day calendar week in which any of the following six (6) holidays are celebrated: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on a Sunday, the following day shall be recognized as a holiday.

Section 2. Each employee shall receive, in addition to his regular earnings, a sum equal to eight (8) hours' pay at his regular rate in those weeks in which one of the foregoing holidays occurs or is celebrated.

Section 3. Work may be performed on one of the foregoing holidays or on Sunday only in cases of emergency or with the mutual agreement of the parties. The Employer shall give the employee at least twenty-four (24) hours' notice if holiday work is to be performed. If an employee works on a holiday, an employee shall be compensated at the rate of double time for actual time worked in addition to the holiday pay provided in Section 2 above.

Section 4. During holiday weeks, the Company shall have the option of scheduling employees to work on Saturday or to work two (2) hours extra each of the four non-holiday days at straight-time. The Company shall provide seventy-two (72) hours advance notice of which schedule will be worked. Employees will be required to work these schedules in order to insure that customer needs are met. Holiday weeks shall include the five days preceding through the five days following any of the holidays specified herein. In the event the company works on Saturday under this provision, such work shall first be offered by seniority on a voluntary basis and if insufficient employees volunteer then such work will be mandatory by inverse seniority. Each employee who has completed his or her probationary period shall qualify for holiday benefits under this Article; provided that employees must work their regularly scheduled workday before and after the holiday to qualify for those benefits, unless such employee can establish the failure

to do so was beyond the employee's control. The employee has the burden of proving lack of control.

Section 5. Each employee who has been in the employ of the Employer for at least one (1) year is entitled to two personal holidays during each anniversary year of employment and shall be compensated therefore in accordance with Sections 2 and 3 hereinabove.

The employee must give two (2) weeks' notice to the Employer prior to the holiday and the Employer may deny the requested day only in the event business needs require the employee's attendance. No more than one (1) employee per plant shall observe this holiday at any one time. This holiday will not be observed immediately prior to or immediately following a holiday nor shall it be observed during or the day prior to a holiday week unless the Employer and Union shall otherwise agree.

## **ARTICLE 11 HEALTH & WELFARE**

Section 1. Benefits Provided to Employees, Health and Welfare benefits shall be earned in accordance with the terms of this Article.

Section 2. Contributions Required Based Upon Hours Worked. The Employer shall pay the appropriate amounts specified below, each month for each employee who works the minimum hours referenced below during such months to the Amalgamated National Health Fund regardless of whether the employee is a member of the Union.

For the purpose of this Article, time actually taken off and compensated (such as a paid meal period, a paid holiday, paid vacation time, etc.) shall be considered as time worked. Such contributions shall be earned in one month and shall be due and payable by the tenth (10th) day of the following month.

Section 3. Beginning June 1, 2023, the total composite rate premium cost shall be \$1,081.00 per month. The Employer shall pay ninety percent (90%) of this amount and the employee shall pay ten percent (10%) of this amount. Beginning June 1, 2024, the total composite rate premium cost shall be \$1,135.00 per month. The Employer shall pay ninety percent (90%) of this amount and the employee shall pay ten percent (10%) of this amount. Beginning June 1, 2025, the total composite rate premium cost shall be \$1,192.00 per month. The Employer shall pay ninety percent (90%) of this amount and the employee shall pay ten percent (10%) of this amount. Beginning June 1, 2026, the total composite rate premium cost shall be \$1,252.00 per month. The Employer shall pay ninety percent (90%) of this amount and the employee shall pay ten percent (10%) of this amount.

Healthcare coverage for newly hired employees shall begin the first day of the second month following a thirty (30) calendar day waiting period, including the date of hire.

Section 4. At no time shall the Employer pay more than the above contributions and should the trustees increase any of these amounts, the bargaining unit will be responsible for picking up any additional increases. However, the bargaining unit will have a choice as to whether to reduce their wages or to make other modifications to the agreement that cause the Employer to remain whole.

Section 5. All employees shall be covered by Workers Compensation or comparable private insurance.

Section 6. The Employer is bound by the provisions of the Amalgamated National Health Fund that is made a part of this Agreement by this reference.

Section 7. By mutual agreement of both parties, the rate structure may be altered from a composite rate to a tiered structure, provided that the total cost to the Employer is no more than the total amount of the composite rates included in this Article.

Section 8. If any portion of this Article is unlawful under the provisions of federal law, the parties shall negotiate a lawful revision.

## **ARTICLE 12 PENSION**

Section 1. Eligibility for pension shall be the first day following three hundred sixty-five (365) calendar days on the payroll on which such person has accumulated eighty (80) or more hours. If employment occurs after eighty (80) hours' employment within the same calendar month for a prior contributing Employer, the Employer shall not pay for that month and shall not include such employee in the monthly report.

Section 2. The Company will make contributions to the National Retirement Fund on behalf of each employee as required by the Rehabilitation Plan.

Section 3. In the event the Employer fails to make the contributions required by this Article, either the Trustees or the Union may sue to recover such contributions, and the Employer will be liable for reasonable attorneys' fees and court costs, including fees and costs on appeal. Any cause of action brought under this Article 12 may be joined with a cause of action brought under Article 11 in the same legal proceeding.

Section 4. The Employer will allow employees to make contributions to their own Oregon Saves individual retirement accounts via payroll deduction upon presentation of the proper paperwork authorizing such deductions.

**ARTICLE 13  
BEREAVEMENT LEAVE**

After sixty (60) days of employment an employee shall be entitled to bereavement leave of three paid days for the death of the spouse, domestic partner, children, stepchildren, parents, stepparents, grandparent, brother, sister, step sibling,  
a mother-in-law or father-in-law.

As provided by OFLA, after 180 days of employment, eligible employees may take up to two weeks of leave per death of a family member (as defined by OFLA), up to a maximum of 12 weeks in a 12-month period, to make arrangements necessitated by the death, to attend the funeral or memorial service, or to grieve. Such leave shall be administered in compliance with OFLA.

In the event any of such allowed days fall on a regular scheduled workday, Monday to Friday or Tuesday to Saturday, inclusive, the employee shall receive the number of hours at straight-time pay normally worked on such days, not exceeding eight (8). Swing-shift premium shall not apply. A Monday to Friday employee shall not receive funeral leave pay for any of such days falling on a Saturday or Sunday. A Tuesday to Saturday employee shall not receive funeral leave pay for any of such days falling on Sunday or Monday. An employee shall not be entitled to both funeral leave pay and holiday pay for the same day.

Employees, claiming funeral pay shall cause the Employer to be notified of his intended absence prior to the commencement of his regular work shift following the time of death. Hours paid for funeral pay shall not be considered as hours worked in computing entitlement to weekly overtime.

**ARTICLE 14  
JURY DUTY**

Should an employee be called to jury duty after sixty (60) days' employment, such employee shall continue to receive pay in the amount necessary to make up the difference between pay received for jury duty and their regular daily wages for not more than thirty (30) days; provided, that an employee who is released from jury duty prior to the time their regular shift at the plant would normally terminate, shall report to the Employer in person or by telephone, and if requested, and if such employee has sufficient time to change their clothes, shall return to work to complete their normal shift.

**ARTICLE 15  
SUBCONTRACTING**

The Employer will refrain from using the services of any person to perform work normally performed by employees covered by this Agreement who does not observe wages, hours and conditions of employment established by labor unions having jurisdiction over the type of service performed. Exceptions: reweaving and alterations, rugs and carpets.



**ARTICLE 16**  
**AUTOMATION OR TECHNOLOGICAL CHANGES**

Section 1. The Employer shall notify the Union five (5) days in advance of placing in effect any technological changes or innovations which would result in a reduction of the work force or a change in skill levels or classifications, specifying the effective date of such change or innovation. At any time prior to the effective date, the parties, at the request of either, agree to meet to discuss such changes or innovations and the effect thereof.

Section 2. In the event of any dispute over the appropriate wage rate or classification to be applied to any job contended by the Union to be new or different because of technological changes or innovations, the parties shall meet and negotiate an appropriate classification and wage rate. If they are unable to agree, the matter shall be submitted to the permanent arbitrator who shall have authority to legislate an appropriate classification and wage rate. Said rate shall not be more than five percent (5%) less than the minimum rate set forth in Exhibit A nor shall it be more than five percent (5%) greater than the maximum rate set forth in Exhibit A.

**ARTICLE 17**  
**BREAK-IN RATE**

Newly hired employees will be paid at 90% of the applicable wage rates set forth in Exhibit A during their probationary period. After completion of probation, they will be paid as contemplated by Article 7.

**ARTICLE 18**  
**UNIFORMS**

When the Employer requires employees to wear uniforms, it shall furnish and launder such uniforms. If an employee demonstrates a need for protective clothing, the Employer will furnish it.

**ARTICLE 19**  
**COMPANY MEETINGS**

Company meetings may be called on Company time and all employees may be required to be present by the Employer. Meetings may be called by the Company on other than Company time provided food is served at Company expense and attendance is not compulsory. The Employer will post written notice whether the meeting is voluntary or compulsory. The Employer will make a good faith effort to communicate with employees in a language they understand.

**ARTICLE 20  
CHARITABLE CONTRIBUTIONS**

All contributions made by the employees for charity shall be purely voluntary, and at no time shall be a condition of employment or separation.

**ARTICLE 21  
AUTOMATIC DEDUCTIONS**

Employer agrees to deduct from the wages of any employee who has voluntarily given it a signed authorization to do so such amounts as the employee may wish to have withheld for payment to a credit union and/or charitable or community service organization. Such withholdings, however, shall be subject to such limitations as the Employer payroll system and computer efficiency require.

**ARTICLE 22  
CREDIT UNION**

Section 1. The Company agrees to make deductions from an employee's pay and transmit to the Western States Regional Federal Credit Union, amounts authorized in an authorization form signed by the employee.

Section-2. The Company agrees to transmit the amounts deducted by check, with a list of employee names with unique identifying numbers for identification.

Section 3. The Company agrees to transmit the deductions each payroll period. The Credit Union deductions are to be sent separate from the Union Dues deduction.

Section 4. The Western States Regional Federal Credit Union is located at: 920 South Alvarado Ave, Los Angeles, California, 90006-3008.

**ARTICLE 23  
HEALTH & SAFETY**

Section 1. The Employer shall make reasonable provision to assure the safety and health of its employees during their hours or work. The Union agrees to cooperate with the Company to ensure that all employees comply with rules, regulations, and practices that may be necessary to provide safe, sanitary, and healthful working conditions.

Section 2. Both the Union and the Company recognize that there are specific obligations under Federal, State, and Local standards and guidelines, including those addressing hazard communications, lock-out/tag-out, and blood-borne pathogens, personal protective equipment, and Hepatitis B vaccinations.

Section 3. The Company shall provide job safety and health related training if required by Federal, State, or local regulations. Such training shall take place at intervals that comply with the applicable regulations and standards.

Section 4. The Employer shall provide a clean and sanitary washroom and toilet, which shall be thoroughly cleaned and sanitized daily and as the need more often arises. Washrooms shall be equipped with clean towels, toilet tissue, disposable toilet seat covers, soap and sanitary napkins.

Section 5. The parties acknowledge the existence of an established plant safety committee at the Employer's place of business consisting of employees represented by the Union, non-union employees, and Company management. At the request of either party, meetings of such committee, together with the parties hereto, may be called to discuss the problem of plant safety.

Section 6. The Employer shall abide by all applicable laws and regulations regulating health and safety.

#### **ARTICLE 24 LUNCH AREA**

The Employer shall provide a clean, sanitary lunch- area with sufficient room for all employees or operate under a split lunch system so that all employees eating during a single lunch period have an individual lunch place. The lunch area shall not be used for any purposes except lunches, meetings or conferences.

#### **ARTICLE 25 FIRST AID**

The Employer will maintain a standard Red Cross first aid kit at the plant for use in emergencies. A comfortable cot and chair shall be provided.

#### **ARTICLE 26 SUCCESSORS**

This agreement shall be binding upon the parties and their successors, In the event the Employer's business is sold, transferred or merged, such business shall continue to be subject to the terms and conditions of this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, assignee, etc. of the business. In the event that the Employer fails to require the purchaser or transferee to assume the obligations of this Agreement, the Employer shall be liable to the Union and to the employees as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable if the purchaser or transferee has agreed to assume the obligations of this Agreement.

**ARTICLE 27  
OTHER AGREEMENTS**

The Employer will not enter into any individual agreement with employees.

**ARTICLE 28  
DISCRIMINATION**

Neither party shall discriminate against any employee or applicant for employment because of age, race, religion, national origin, union affiliation, creed, sex, disability, or by reason of matters forbidden by local, state or federal law. Notwithstanding the foregoing, a grievance shall not be arbitrable under this Agreement until or unless the grievant has exhausted his administrative remedies before the appropriate governmental agency. The Union acknowledges that the Employer must comply with the Family Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act, as amended and agrees that no provision of this Agreement shall operate to conflict with such legal duties.

**ARTICLE 29  
SAVINGS CLAUSE**

Should any Article or provision of this Agreement be illegal or unconstitutional, the remainder of the Agreement shall remain in full force and effect. Such illegal or unconstitutional clause shall be renegotiated by the parties. If the parties cannot agree, the matter shall be referred to an arbitrator under Article III, who shall have authority to legislate an appropriate provision.

**ARTICLE 30  
SICK LEAVE**

Section 1. Eligibility and accrual rates for, as well as the use of, sick leave shall be governed by the Oregon Sick Leave Law, ORS 653.601, et. seq., as amended. The maximum yearly accrual shall be 48 hours. Accumulation of sick leave shall be capped at two hundred (200) hours.

Section 2. Accumulated paid leave will be applied to any periods of leave covered by the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA) including the employee's own or a family member's covered illness or injury. Necessary leaves of absence under OFLA and FMLA will be paid first from the employee's accumulated sick leave benefits and thereafter paid from accrued vacation benefits. After exhausting this paid leave any remaining leave shall be unpaid.

**ARTICLE 31  
MANAGEMENT RIGHTS**

Section 1. The Employer retains all the customary, usual and exclusive rights, decision-making prerogative, functions and authority connected with or in any way incident to its responsibilities to manage the affairs of the Employer. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.

Section 2. The exercise of any management prerogative, function, or right which is not specifically modified by a provision of this agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

**ARTICLE 32  
TRAINING**

Section 1. The Employer will offer training opportunities to employees to work outside of their regular department where practical.

Section 2. For training opportunities, the Employer will first request volunteers to cross-train. If more employees volunteer than are needed, employees will be given the opportunity to cross-train in order of seniority. If less employees volunteer than are needed, the employer may select employees for training.

**ARTICLE 33  
LABOR MANAGEMENT COMMITTEE**

Section 1. A Labor Management Committee (LMC) will be formed for the purposes of sharing information and discussing workplace issues. The committee will consist of up to three (3) management representatives and up to three (3) union representatives. Each party will choose their own representatives.

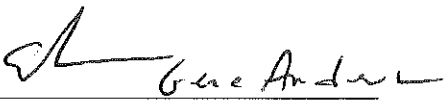
Section 2. The LMC will meet when necessary but not to exceed once per month for up to one (1) hour, on paid time. Guests may attend by mutual agreement.

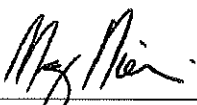
**ARTICLE 34  
DATE AND PERIOD OF AGREEMENT**

Section 1. This Agreement shall be in effect from June 1, 2023 to May 31, 2027 and thereafter without further notice by either party and upon the same terms and conditions contained herein, provided that either party may give notice to terminate this Agreement on May 31, 2027 or at any time thereafter by giving not less than sixty (60) days' previous notice in writing of the other party.

ALSCO, PORTLAND LINEN

SEIU, LOCAL 49

By:  Gene Anderson  
Title: General Manager  
Date: 6-5-2023

By:   
Title: President SEIU 49  
Date: 5/24/23

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**CLASS I**

Classification	Effective 6/1/23	Effective 6/1/24	Effective 6/1/25	Effective 6/1/26
Washer/Dryer, Scale Operator	\$17.90	\$18.55	\$18.80	\$19.05

**CLASS II**

Classification	Effective 6/1/23	Effective 6/1/24	Effective 6/1/25	Effective 6/1/26
Markers & Sorters, Bundle Assemblers, Stock, Salvage, Operations & Seamstresses, Menders, Garment Finisher, Flat Feeders, Folders, Stackers, Tiers & Wrappers, Garment Folder, Utility Operator	\$16.15	\$16.80	\$17.05	\$17.30

All increases will take place on the first day of the first payroll period following the dates shown. Leads may be appointed by the Company who will be paid at not less than one dollar (\$1.00) per hour more than the group they are leads in.

Employees will receive a .20 per hour wage increase upon reaching their 15 year anniversary. For those with 15 or more years upon ratification hereof, the .20 increase will take effect July 1, 2023.

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