



COLLECTIVE BARGAINING AGREEMENT

between

ALSCO INC.

MEDFORD, OREGON



SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 49

in effect from

JUNE 1ST, 2019

— *through* —

MAY 31ST, 2023

3536 SE 26TH AVE PORTLAND, OR 97202



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www.SEIU49.ORG

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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 employees involved in the handling and/or processing of laundry, dry cleaning and/or janitorial supplies including all marking, sorting, and any and all handling of garments from the time such laundry, dry cleaning and/or janitorial supplies reaches the plant until same is checked out to the office, customer or driver for delivery, including when requested by the Company, the loading and unloading of vehicles but excluding drivers, engineers, office, clerical and supervisors.

All employees in the bargaining unit shall be members of SEIU Local 49.

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 (31st) 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 (31st) 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 any 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. *Check-off:* The Employer shall deduct from 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 By-Laws 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 Service Employees International Union, Local 49, 3536 SE 26th Avenue, Portland, OR 97202 including a record of the employee's name, unique identifying number, dues amount deducted, political amount deducted, wages for that period, and any reason for non-payment of dues, not later than the fifteenth (15th) 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: No employee shall be discriminated against for activity in or with the Union.

Section 5: 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 in this Agreement.

ARTICLE 2: DISPUTES AND GRIEVANCES

All grievances or questions of interpretation or application arising under this Agreement shall be processed as follows:

Section 1: An employee or the Union may initiate a grievance by presenting it to the Employer in writing within fifteen (15) days after the matter constituting the grievance has come to the attention of the Grievant or the Union. Prior to filing such a grievance an employee having a grievance shall discuss the matter with his manager or department supervisor in an effort to resolve the matter.

Section 2: The Employer may initiate a grievance by presenting it to the Union in writing within fifteen (15) days after the matter constituting the grievance has come to the attention of the Employer.

Section 3: The parties hereto shall meet and attempt to settle a grievance within a period of ten (10) 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 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.

Section 4: 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 ten (10) days after their failure to reach agreement under *Section 3*.

Section 5: The Joint Area Grievance Committee, pursuant to Section 4, shall have jurisdiction of all grievances referred to it, and shall meet within four (4) days of the date such matter was submitted to it. 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.

Section 6: In the event of a deadlock, either party may within ten (10) 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) 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. 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. The name of the arbiter remaining on the list shall be accepted by both parties. Costs will be split equally by both parties.

Section 7: During the terms 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 an arbiter.

Section 8: In the event of a dispute over the payment of Health and Welfare contributions or Pension Fund contributions as provided for in this Agreement, the Union shall notify the Employer by written notice of its claim. The Employer and the Union or their representative shall immediately meet to attempt to reach an amicable settlement. In the event of failure to reach such a settlement within ten (10) days after such notice is given, the Union may take legal action against the Employer (irrespective of any other provision in the Agreement).

Section 9: Union stewards shall not suffer a loss in wages for attending grievance meetings so long as meetings do not exceed thirty (30) minutes in length and not more than one meeting in any week.

Section 10: 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 3: PICKET LINES

Section 1: It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action, 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 Union's party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2: 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 at another textile rental operation.

ARTICLE 4: HOURS OF WORK

Section 1: All work performed over eight (8) hours in one (1) day shall be paid for at the rate of one and one-half (1^{1/2}) times the regular hourly scale. All worked performed on Sundays Holidays, or in excess of ten (10) hours shall be paid for at the rate of double the regular hourly scale. All work performed on the sixth (6th) day within the payroll week will be paid at one and one-half (1 ^{1/2}) times the regular hourly scale.

Section 2: 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. All shifts, A.M. or P.M. shall be granted two (2) rest periods of a full continuous and uninterrupted fifteen (15) minute duration, which shall include travel time to and from the employee's work station. The rest period shall occur between the shift start time and the lunch period; the second rest period shall occur between the lunch period and the end of the shift. All rest periods are to be taken on the Employer's

time. All employees shall be guaranteed not less than four (4) hours employment on the day of reporting. When actually working as soiled linen counters, employees shall be granted an additional three (3) minutes prior to the rest periods and lunch in order to properly wash up.

Section 3: The regular workweek for employees shall begin at 4:00 A.M. Monday and continue through 7:00 P.M. Friday except for soiled linen counters and maintenance personnel, who may be brought in at other hours during the workweek.

Section 4: When an employee is temporarily assigned to a job for the convenience of the Employer, he shall receive the rate of pay of his regular job or that of the new assignment, whichever is the greater for the hours performed on such new assignment.

Section 5: In case of a breakdown, employees affected shall be required to stand by or be sent home for the day. Any employee required to stand by shall be paid at straight time for the duration of such period of breakdown. A one (1) hour lunch period may be used to reduce standby time, provided such a lunch hour shall begin by 9:00 A.M. and terminate by 2:00 P.M. Work performed following the termination of such breakdown shall be computed at straight time for that day and shall in no case extend beyond 6:00 P.M. of the day such breakdown occurs, except for evening shift employees.

Section 6: For the purposes of vacation and holidays only, regular part-time workers shall earn such benefits if they work over eighty (80) compensable hours in the previous calendar month.

Section 7: The Union recognizes that the employer may be required to operate the plant at either increased or reduced hours to meet customer needs, conserve energy, regulate workflow and to achieve optimum workflow efficiency. The Company reserves the right to move employees from one department to another in order to optimize its workflow. The company will make every attempt to maximize the hours of the employees through staffing reductions in the Production Department if at any given time the Production Department average weekly hours worked is less than (36) thirty six hours in any given month.

7a. 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.

7b. The Company at no time will employ more than one temporary employee for every (30) thirty production employees. A temporary employee will be considered an employee working a total of (17) seventeen hours a week or less. Any employee working less than (17) seventeen hours a week will not be eligible for benefits.

Section 8: Notice of weekend overtime shall be posted no later than Thursday at 12:00 PM before the weekend the overtime has been scheduled. Notice of daily overtime shall be given no later than the employee's lunchtime. Should notice as provided for in this section not be given, employees will not be required to work the overtime, unless an emergency or unintended plant shutdown occurs. An emergency or unintended plant shutdown shall be defined as unexpected absenteeism, unplanned increase in order volume, computer or equipment failure, an act of God, or a physical catastrophe. In the event of an emergency or unintended plant shutdown, management may require overtime and weekend work by employees.

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 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 5: 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 the holiday. When a holiday falls on a Saturday, the previous day shall be recognized as the holiday.

Section 2: Each employee shall receive in addition to his regular earnings a sum equal to eight (8) hours at his regular rate in those weeks in which one of the foregoing holidays occurs or is celebrated. Those employees who do not regularly work at least thirty (30) hours per week will be paid a sum based on the average number of hours worked per day in the previous six weeks before the holidays as such hours relate to forty (40) hours.

Section 3: In the event of an emergency, the Employer may require the employees to work on a holiday or on Sunday. The Employer must notify the employees and the Union office at the earliest possible time of its intention to work such a Holiday or Sunday. If an employee works on a Holiday or Sunday, they shall be compensated at the rate of double the regular scale for the hours worked.

Section 4: Each employee who has completed the probationary period shall qualify for holiday benefits under this article; provided that an employee must work the entire week of the holiday including his regularly scheduled work day before and after the holiday to qualify for those benefits, unless the employee can establish that his failure to do so was beyond the employee's control. The employee has the burden of proving lack of control.

Section 5: An Employee who terminates his employment during a holiday week without giving the Employer at least one (1) week notice shall forfeit pay for the holiday.

Section 6: Each employee who has been in the continuous employ of the Employer for three (3) years shall be entitled to one (1) personal holidays each year. Employees must give at least two (2) weeks' notice to the Employer prior to the holiday. No more than one (1) employee in the plant shall observe this holiday at any one time. This holiday may not be scheduled during a holiday week. Personal holidays shall not accrue from year to year. All personal holidays must be used every year within twelve (12) months of the employee anniversary date.

Section 7: During the work week of scheduled holidays, management will be allowed to work employees for four days paid at nine (9) hours straight time for each day. Management may choose to work the four nine-hour days before, after, or around the scheduled holiday. The four nine-hour day period is to be in lieu of employees having to work on a Saturday during a scheduled holiday week. If a Saturday becomes necessary during a holiday week, it shall be paid at time and a half for all hours worked.

ARTICLE 6: SENIORITY

Section 1: An employee's seniority shall be computed from the time of employment, provided that an employee shall be on probation for ninety (90) days following the date of employment with the company. This time may be extended for an additional 30 days by mutual agreement of the Union and the Employer. Days worked while on light duty or accommodation shall not count toward the probationary period.

During this time the employee, nor the Union on behalf of the employee, shall have any of the rights accorded in Article 2 of this Agreement. There shall be no responsibility for reemployment of probationary employees if they are discharged or laid off during this period.

New employees shall not begin accruing benefits until they have completed the probationary period. As applied to this paragraph, benefits shall be defined as funeral leave, vacations and holidays. After the probationary period, accrual shall be retroactive to the date of hire for vacations.

Section 2: The bargaining unit shall be divided into the following departments:1) Washroom & Dryers, 2) Soil Count & Flat-work Finishing, 3) Dust Control & Assembly, 4) Garment Assembly & Mending, 5) All Other.

Section 3: Seniority shall be broken upon voluntary termination, termination for just cause, or lay-off for one hundred twenty (120) calendar days.

Section 4: Any employee who is off work due to serious illness or injury beyond their control (other than industrial accident) is entitled to return to their job for a period of six (6) months without loss of employment or seniority. The Employer may require medical verification of such illness or injury and a medical release to return to full duty. The employee shall keep the Employer advised of their status during the six months. Seniority shall continue to accrue for up to one (1) year while an employee is absent due to industrial injury or is covered by worker's compensation. Any leave under this provision shall run concurrently with FMLA leave.

Section 5: Volunteers will be sought first before mandated layoffs by posting a list in the break room for (3) three business days. All requests by volunteers must be in writing, signed, and dated by the employee and given to management. In the event of reduction and restoration of the work force, plant seniority shall prevail unless there is a demonstrable difference in ability and competence. Departmental seniority shall prevail when determining the greater number hours an employee works, for involuntary transfers out of the department, or for short-term layoffs of one day or less.

Section 6: All permanent openings that occur in any department shall be posted for three (3) working days, for employees to bid on. Bidding shall be for a position in the department, and not for a specific job. As an example, if an additional "feeder" is needed in the Flat Department, the job opening will be posted for an opening in the "Flat Department", and the winning bidder may be required by the Company to work any position in the Flat Department, and not just that of a "feeder". The most senior employee, who meets the work and physical qualifications, and who has not had a disciplinary work notice in the previous six months, shall be awarded a position in the department, and once awarded, shall not be transferred out of that department, except for reasons of a temporary nature, or to comply with Federal or State statutes, or for the purpose of returning another injured worker to a job position that meets their physical limitations. The employer shall decide work and physical qualifications. The employee awarded the position opening will be notified, within one day after the close of the bid, and the employer shall post a notice of the successful candidate. Any unsuccessful employee applicant may request that the employer explain the reason they did not receive the job. There shall be no bidding, and the Company shall not post, for openings that come available due to the transfer of an employee to a department that resulted from a successful bid. Such openings shall be filled by the Company according to its established past practice.

The first sixty (60) working days in the awarded job will be an evaluation period for both the Company and the employee who was awarded the job. During this period, either party may decide that the awarded employee is not suitable for the new job position. If a decision is made against maintaining the employee in the new position, the deciding party will provide a written explanation of the reason to the other party for the decision. In such cases the employee will be returned to their former job position without loss of seniority.

For the purposes of this Section, an opening will be considered permanent if it is in existence, or is planned to be in existence, longer than thirty (30) days.

Section 7: Prescription Drug Use Safety Rule — The Company shall have the right to place an employee on illness/medical leave for the use of drugs prescribed by a doctor where such drugs are the same, or similar in nature, to illegal drugs or where they may affect the

employee's ability to perform the job. An employee placed on such leave by the company shall maintain the same seniority rights as described in Article 6, Section 4.

Section 8: Medical. Leave Communication — While on any medical leave, an employee refusing to communicate with the employer, or refusing a certified letter from the employer, or refusing to respond to a certified letter from the employer, will be considered to have voluntarily resigned and lose all seniority. For the purpose of this section, the last mailing address on file will be used for certified mailings. It will be the employee's responsibility to keep their mailing address updated with AlSCO.

Section 9: Layoff Communication — While on layoff, any employee refusing an employer job offer made by certified mail, or refusing a certified letter from the employer, or refusing to respond to a certified letter from the employer, will lose their right to recall and all seniority. For the purpose of this section, the last mailing address on file will be used for certified mailings. It will be the employee's responsibility to keep their mailing address updated with AlSCO.

ARTICLE 7: BEREAVEMENT LEAVE

After ninety (90) days of employment, an employee shall be entitled to paid bereavement leave as follows:

1. Involving the death of a spouse, children or parents: Up to three paid days.
2. Involving the death of a brother, sister, mother-in-law, father-in-law, grandparent or grandchild: Up to two days paid. It is understood that this also applies to stepparents, step-children and step siblings.

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

An employee claiming bereavement 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 bereavement pay shall not be considered as hours worked in computing entitlement to weekly overtime.

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.

ARTICLE 8: JURY DUTY

The Employer reimburses employees for any time spent on jury duty to a maximum of five (5) days per year.

ARTICLE 9: 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. This accrual will run on a fiscal year from December 1 to November 30 of each year.

Section 2: Sick Leave Bank: Any of the unused annual sick leave accrual may be accumulated into a sick leave bank not to exceed one-hundred seventy-six (176) hours provided the employee notifies the Company of his/her desire to accumulate by November 30 of each year. Absent such notification, any unused yearly sick leave accrual for each fiscal year shall be paid out to the employee by the second payroll period in December of each year at their current rate of pay. When an employee's sick leave bank reaches 176 hours, unused yearly accruals thereafter shall be paid out as provided herein. Sick leave days in excess of the yearly accrual of 48 hours are to be used only for accident or illness.

Section 3: 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 10: VACATIONS

Section 1: All employees having seniority shall have the benefits of this Article. All employees who have been in the employ of the plant for a period of one (1) year shall receive one (1) week vacation with pay; all employees in the employ of the plant for a period of three (3) continuous years shall receive two (2) weeks vacation with pay; all employees in the employ of the Employer for ten (10) continuous years shall receive three (3) weeks vacation with pay; and all employees in the employ for twenty (20) years shall receive four (4) weeks vacation with pay; however, the third (3rd) and fourth (4th) weeks vacation is to be taken at a time mutually agreed to by the Employer and the employee.

The plant shall post a vacation bid list in December of each year for the following year..

Department seniority shall prevail in selection of vacation schedules during the bidding process. Thereafter, vacation requests shall be on a first-come, first-served basis. During each round of bidding, employees will be given the opportunity by seniority to bid up to two (2) weeks of vacation. If an employee chooses not to bid all two weeks during the first round of bidding, she or he may carry the un-bid time into the second round and bid up to a maximum of four (4) weeks in the second round. Any vacation time that becomes available subsequent to the first round of bidding, will be awarded in accordance with the procedure in place at the time it opens up. No more than two employees will be scheduled off at the same time, and holiday weeks shall remain blocked from vacations. Eligibility for vacations shall not accrue until on or after the anniversary date of hire each year. All vacation time must be taken each year except that employees may roll over and accumulate not more than the amount of their annual accrual under this Article.

Employees having more than the allowed accumulation at the ratification date of this Agreement shall not suffer any reduction in their vacation banks as a result of the adoption of this provision.

Section 2: Vacation pay shall be paid at the employee's straight time rate of pay as set forth in Appendix A.

Section 3: *Vacation Prorate:* After one (1) year's continuous employment, any employee terminating during any period prior to the anniversary date of his employment shall receive prorated vacation pay, which shall be in addition to any earned vacation per Section 1 of this Article. No such prorate shall be paid if the employee voluntarily quits and fails to give the employer a two (2) week written notice, unless employee can establish that failure to do so was beyond their control.

Section 4: 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 11: DISCIPLINE

Section 1: The Employer shall not discipline, discharge or suspend any employee, other than a probationary employee, without just cause.

Section 2: The Employer shall not discharge or suspend any employee without just cause and without having first given at least one (1) written warning notice to the employee in writing and a copy of the same to the Union, except where cause thereof is:

- a. Dishonesty;
- b. Use or distribution of liquor, marijuana or illegal drugs 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. Engaging in criminal acts while on Company property;
- d. Theft or abuse of Company funds or property;
- e. Failure to report promptly and honestly serious accidents or injuries;
- f. Gross negligence involving safety rules or safe conduct;
- g. Fighting while on the job;
- h. Gross insubordination;
- i. Violation of the posted "Policy Against Harassment";
- j. Engaging in a work stoppage not protected by this Agreement or law.

k. Work Place violence to include; racial or sexual insults, name calling, or verbal abuse, direct or indirect threats, and non-verbal threats.

Section 3: For other offenses, not noted in Section 2 above, and including, but not limited to the following, a written notice shall be given prior to discharge:

- a. Inefficiency;
- b. Sleeping while on duty;
- c. Violation of safety rules or training;
- d. Improper or unauthorized use of time cards;
- e. Gambling on Company premises or in Company vehicles;
- f. Engaging in personal work or business during work hours;
- g. Failure to follow company work policies or procedures;
- h. Persistent tardiness, absenteeism, and/or failure to notify Employer of absence in a timely manner unless there are circumstances beyond their control.

No employee shall be discharged under this Section unless notified on the Warning Notice that another offense will make them liable to be dismissed.

Section 4: All matters regarding absenteeism or tardiness shall fall under the rules of the Company's Absenteeism Policy. Matters involving employees' use of alcohol or drugs during work hours shall fall under the rules of the Company's Substance Abuse Policy.

Section 5: Warning notices provided under this Article 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 notices, to be considered as valid, must be issued within ten (10) calendar days after the Employer becomes aware of the occurrence of the cause claimed by the Employer in the Warning Notice.

Section 6: Within five (5) working days the Employer shall notify the Union in writing of the discharge or suspension of any employee. Such notice may be made via US Mail, facsimile or Email.

Section 7: Under no circumstances shall a probationary employee be entitled to a Warning Notice.

Section 8: Plant rules and procedures may be established by the Employer that do not conflict with this Agreement.

ARTICLE 12: WAGE SCALE

Section 1: The wage scale attached hereto as Appendix 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, or the performance level does not justify the additional compensation to be paid.

Section 3: Upon signing, departmental leads shall receive a minimum twenty-five cents (.25) per hour premium pay over the contracted wage classification. The Employer shall choose such leads based on ability, work knowledge, people skills and prior attendance history, and shall be the sole decision maker in this regard. The Employer shall have the right to remove any employee from lead status that fails, in the Employer's opinion, to maintain good attendance or set a good work example.

Section 4: Newly hired employees will be paid at least 90% of the applicable wage rates set forth in Exhibit A during their probationary period. After completion of probation, they will be paid as provided by this Article.

Section 5: Temporary employees will be paid an hourly rate in accordance with the current minimum wage by the State of Oregon. If a temporary employee becomes a regular employee they will be paid in accordance with Section 4 of this Article.

Section 6: Employees will receive a .10 per hour wage increase upon reaching their 15 year anniversary. For those with 15 or more years upon ratification hereof, the .10 increase will take effect July 1, 2019.

ARTICLE 13: PENSION

Section 1: The Employer shall make contributions to the National Retirement Fund on behalf of each employee as required by the Rehabilitation Plan.

Section 2: Employees shall become participants on the first day of the calendar month, following twelve (12) months on the payroll, and further provided that they have worked eighty (80) hours or more in a calendar month following the completion of twelve (12) months on the payroll.

Section 3: A worker on vacation shall be considered present and working for the purposes of this Article.

Section 4: 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 attorney fees and court costs, including fees and costs of an appeal.

Section 5: 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 14: 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 August 1, 2019, the total composite rate premium cost shall be \$989.00 per month. The Employer shall pay ninety percent (90%) \$890.10 of this amount and the employee shall pay ten percent (10%) \$98.90 of this amount. Beginning July 1, 2020, the total composite rate premium cost shall be \$1,038.00 per month. The Employer shall pay ninety percent (90%) of this amount and the employee shall pay ten percent (10%) of this amount. Beginning July 1, 2021, the total composite rate premium cost shall be \$1,090.00 per month. The Employer shall pay ninety percent (90%) of this amount and the employee shall pay ten percent (10%) of this amount. Beginning July 1, 2022, the total composite rate premium cost shall be \$1,145.00 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 15: UNION LEAVE

The Company may grant, upon advance request of not less than two (2) weeks, a leave of absence to any member of the Union required to attend any Union functions or otherwise to attend to Union business for a period of up to thirty (30) days. Such leave may be extended by mutual agreement of the parties.

In the event the Union employs a member of the Union, such member may be granted a leave of absence by management for a period of up to six (6) months.

ARTICLE 16: UNIFORMS

When the Employer requires employees to wear uniforms, the Employer shall furnish and launder or dry clean such uniforms. Employees shall return to the Employer any uniforms or other property of the Employer at termination. Employees shall be allowed to wear one only Union-affiliation item. This item be limited to either a pin or a button not to exceed one inch by one inch square and shall only bear the name of the union. All other dress or wearing apparel shall be decided solely by the Company.

ARTICLE 17: HEALTH & SAFETY

Section 1: The employer shall make reasonable provision to assure the safety and health of its employees during their hours of work, and shall continue with its established past practices to provide relief during periods of hot weather. 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, lockout/tag-out, and blood-borne pathogens, personal protective equipment, and Hepatitis B Vaccinations.

Section 3: Safety and Health Related Training - 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: Restrooms shall include appropriate lighting, mirrors, and will be stocked with all items that have been in regular use. The restrooms will be kept free of clutter and maintained

in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporary closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees. The Company is the responsible party for all items, actions and implementation provided for herein.

Section 5: The parties acknowledge the existence of an established plant safety committee at the Employer's place of business consisting of Union employees, non-union employees, and Company management. SEIU Local 49's part in this committee shall be no more than three employee members, and they shall be chosen by the Local 49's membership at this plant.

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

ARTICLE 18: CREDIT UNION

Section 1: The 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. 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 a unique identifying number 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, 920 S. Alvarado St. Los Angeles, CA, 90006.

ARTICLE 19: 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 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 20: 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.

ARTICLE 21: 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 22: ELECTRONIC EMPLOYEE INFORMATION

The Employer shall furnish the Union, upon the Union's written request but no more than once per quarter, a list of all employees in the bargaining unit, including each employee's name, home address, home phone number, department, and date of hire. This report shall be sent via e-mail transmission.

ARTICLE 23: IMMIGRATION LANGUAGE

Section 1: No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name.

ARTICLE 24: COMMUNICATION

Section 1: When there is a communication difficulty with a particular employee, each party will choose a translator. Both parties may agree to use the same translator. The translator must be a person who is available at the time.

ARTICLE 25: BUSINESS AGENT ACCESS

The Business Agent or duly designated representative of the Union shall be allowed to visit the branches of the Company during working hours between the hours of 7:00 am and 4:00pm. He/she shall present themselves to the Company receptionist through the main entrance door and will be admitted to the plant work area after management has been notified. He/she shall not interrupt the production of any employee(s) and shall not enter into the work area of any other department where members are not employed to work.

ARTICLE 26: SIGNING AUTHORITY

The Union agrees that the only authorized signing agent for Alscos shall be the General Manager, or his direct operational superior, or a "designee" appointed by the General Manager in writing. No other signature shall be deemed valid for any signing purpose as it relates to the terms, conditions, or performance under all provisions of this Agreement.

ARTICLE 27: HIRING OF EMPLOYEES

The Employer shall notify the Union of a new Union member on the first day the employee starts work. Notification shall be as has been past practice.

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 will facilitate an initial meeting with the new bargaining unit member and a Union Representative or Shop Steward regarding the collective agreement and other representational issues. Both parties agree that such meetings are on non-working time for all participants.

ARTICLE 28: DISCRIMINATION

Section 1: The Employer shall not discriminate against any employee on account of race, religion, creed, gender, age, union activity or affiliation, or any other legally protected status. 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: 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 30: 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 31: TERM

Section 1: This Agreement shall be in effect from June 1, 2019 to March 31, 2023 and thereafter on each anniversary of said date without further notice by either party and upon the same terms and conditions contained herein, provided that either party may give notice to change or terminate this Agreement on March 31, 2023, or thereafter on any anniversary of said date, by giving not less than sixty (60) days previous notice in writing to the other party.

ALSCO, MEDFORD

SEIU, LOCAL 49

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Union Bargaining Committee Members:

Maxine Batchelder

Casey Filice

Rebecca Wagnon

Terri Hibbard

Stacy Rivas

Endelia Mojarro

APPENDIX A: WAGE SCALE

Classification	Effective 7/1/19	Effective 6/1/20	Effective 6/1/21	Effective 6/1/22
Washroom Lead	14.56	14.96	15.26	15.56
Other Washroom Employees	14.31	14.71	15.01	15.31
Departmental Leads	13.64	14.04	14.34	14.64
Laundry Workers and Other Workers	13.39	13.79	14.09	14.39
Warehouseman	15.29	15.69	15.99	16.29

*The pay increases will become effective on the first day of the first payroll period following June 1st of each year.

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