

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**Workers United, WESTERN STATES REGIONAL JOINT BOARD,
LOCAL 52**

AND

ALSCO LOS ANGELES & ALSCO ANAHEIM

June 7, 2021 - June 6, 2024

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COLLECTIVE BARGAINING AGREEMENT

2021 - 2024

This Agreement is made between ALSCO Los Angeles and ALSCO Anaheim known as the “Employer”, and Workers United, WESTERN STATES REGIONAL JOINT BOARD, LOCAL NO. 52, hereinafter known as the “Union”, is entered into June 7, 2021, and shall be effective through and including June 6, 2024. As the term “Employee” is used herein, it shall refer and be confined to Employees described in the bargaining unit.

SECTION 1. UNION MEMBERSHIP

It shall be a condition of employment that all Employees who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing, and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all Employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

Whenever the Employer requires additional Employees for work he shall notify the Union. The Employer may then select between the nominee of the Union and applicants obtained from any other source upon their relative skill alone, and membership or non-membership in the Union shall not be considered in their hiring.

Whenever the Employer hires an Employee he shall notify the Union within one (1) week in writing, giving the name, address, social security number and starting date of each such new Employee or re-hire, and said Employee shall make application for membership in the Union in accordance with this Article.

The Union shall provide and the Employer shall present to employees the Union Application Forms for NEW and RE-HIRED Employees, at the time of employment or re-hire.

The Employer agrees not to discriminate against any employee based on membership in the Union

SECTION 2. TERMINATION

2.1 It is understood and agreed that the right to discipline or discharge for just cause shall rest in the discretion of the Employer. Progressive discipline shall be maintained in two (2) separate and independent categories: 1) attendance, and 2) all others. No Employee shall be discharged, except in the case of gross misconduct, without first receiving a verbal warning, first written warning notice, and a second written warning or disciplinary layoff of up to three (3) days. Should no offense occur in the twelve (12) months following the warning all current warning notices shall be removed from the file after twelve (12) months. Notwithstanding the above, no prior warning notice or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but is not limited to:

Theft, embezzlement, dishonesty, deliberate violation of posted Company rules, bringing, selling or using illegal drugs, marijuana and/or alcohol in the plant or on Company property, gross insubordination, serious safety violation that create dangerous conditions for the employee or others, harassment or violence. Violation of the above basic rules shall constitute just cause for discharge without redress. No Grievance Board or Arbitrator shall have the right or power to change or contest the appropriateness of the penalty meted out by the Company as a result of the violation of these rules.

- 2.2 A new Employee may be discharged or disciplined without cause or notice during the first sixty (60) calendar days of his employment. This period may be extended by written agreement between the Union and the Company.
- 2.3 When a warning notice is given, and there is a Shop Steward in the plant, the Steward should be present when the notice is given to the Employee. No warning notice may be issued after ten (10) business days from the incident. A copy of the warning notice and discipline notice shall be sent to the Union within five business (5) days. If the disciplinary notice is not sent to the Union within said five (5) days, then the grievance timeline for that discipline will be extended by the number of days the notice is delayed.

SECTION 3. JURISDICTION

- 3.1 The Employer recognizes the Union as the sole collective bargaining agent for all Production Employees at: ALSCO 900 Highland Ave, Los Angeles, Ca 90038 and 1750 S Zeyn Street, Anaheim, CA 92802. The term "Production Employees", as used herein, does not include supervisors, superintendents, office employees, engineers, equipment maintenance employees, sales employees or any other employees who are not directly involved in the cleaning, repairing or processing of merchandise for the account of the Employer's customers.
- 3.2 The word "Employee" in this Agreement includes both male and female but excludes any individual employed as a supervisor or foreman or forelady.
- 3.3 A supervisor as defined by the National Labor Relations Act of 1947 is a person immediately in charge of and directing covered Employees. A supervisor may do bargaining unit work when necessary; however, in no event may they work more than four (4) hours in any one (1) day.
- 3.4 No individual agreement with any Employee shall supersede any of the provisions of this Agreement unless approved by the Union.
- 3.5 Nothing in this Article 3 shall be construed as conferring any rights or benefits not given to the Union or the Employees by other express and specific language contained in this Agreement.

SECTION 4. INCENTIVES

- 4.1 The Employer may award increased wages, bonus or incentive programs, and may eliminate or modify the same at its discretion, provided that in all cases they must be equal to or greater than what is required by this Agreement.

- 4.2 The employer shall give the Union 30 days notice “if as and when” it changes standards or introduces new machinery and equipment into the plant when such machinery or equipment requires the establishment of standards as a measure of employee’s performance.

SECTION 5. PRE-EXISTING WORKING CONDITIONS AND BENEFITS

- 5.1 No Employee shall suffer, by reason of this Agreement, a reduction of wage rates, or the loss of any benefits or working conditions higher or more favorable than those contained herein, if such conditions existed prior to the initial execution of this Agreement by the Employer or his representative.

SECTION 6. SANITATION, SAFETY, VENTILATION

- 6.1 The Employer and the Employee shall observe all Federal, State and local laws with regard to toilets, sanitation, safety, ventilation and other working conditions. The Employer shall provide sanitary facilities for dressing purposes.
- 6.2 A First-Aid Kit shall be kept on hand at all times, with full supplies for the use of the Employees.
- 6.3
- A. General. The Employer shall make reasonable provisions to assure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Employer to ensure that all supervisors and employees comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary and healthful working conditions.
 - B. Both the Union and the Employer recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tag out, and blood borne pathogens. Employees shall be provided with applicable safety and health information.
 - C. Protection from Heat Stress. The Employer shall provide an adequate number of clean drinking fountains or bottles of cool water and clean cups to allow easy access by employees for frequent drinking. The Employer shall take all reasonable measures to reduce heat exposure and will consider any recommendations provided by the Safety and Health Committee.
 - D. Sanitation. Restrooms shall include appropriate lighting and mirrors, and will be stocked with all necessities. 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 temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.
 - E. Protection from Blood borne and Airborne Pathogens:
 - a) Protective Equipment: For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Employer shall provide appropriate personal protective equipment. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employees’ clothes, skin, eyes or mouth, under normal conditions of use. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence.

Disposable (single use) gloves such as surgical or examination gloves shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

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

c) Public Health Emergencies: In the event that a public health emergency is declared by a relevant local, state, or national government agency, the Employer will follow any applicable government guidelines and regulations

- F. Joint Safety and Health Committee. A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of up to three (3) members of the bargaining unit and up to three (3) members of management selected by mutual agreement. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The General Manager or his/her designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Employer will consider all the recommendations from the Committee in good faith.
- G. Safety and Health Related Training. The Employer shall provide job safety and health related training as required by Federal, State and Local regulations. Such training shall take place at intervals that comply with the applicable regulation or standard.
- H. It shall be the obligation of all employees to wear and/or utilize appropriate protective equipment provided hereunder when there is a bona fide health and safety requirement that such equipment be worn and provided there is no bona fide medical reason that the employee cannot wear or utilize such equipment.

SECTION 7. UNIFORMS

- 7.1 The Employer shall furnish, launder and/or clean, without cost to the Employee, any uniform or wearing apparel designated by him for Employees to wear during their hours on duty. Where necessary, the Employer will provide gloves, masks and other protective apparel to Employees who handle soiled material from hospitals, sanitariums, nursing homes and similar institutions. The Employer will provide boots, where necessary, for Employees in the Washroom Department.
- 7.2 Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that is in their custody or have the reasonable value of same deducted from their pay.

SECTION 8. WORKING RULES

- 8.1 Rules and regulations for the conduct of business, such as the Employer shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all Employees.
- 8.2 New rules and/or changes in existing rules shall not become effective until seven (7) days after they have been posted with a copy forwarded to the Union. Such rules and regulations shall be posted in a conspicuous place by the Employer or they may be issued to Employees in the form of a manual.

SECTION 9. MANAGEMENT PREROGATIVES

- 9.1 The Employer retains and shall continue to have the complete and exclusive right to manage its operations and direct its work force, except as expressly limited by specific obligations of the Employer set forth in this Agreement. Among such retained rights and powers are included, but not limited to the following: to hire, to promote, to demote, transfer, layoff and recall; to assign and reassign to duties, hours of work and shifts; to maintain good order and efficiency; to discharge, suspend and discipline Employees; to establish rules and regulations not in conflict with this Agreement governing the conduct of Employees on Company time or Company property; to determine the size and composition of the work force; to determine, maintain, change, revise or discontinue the types of operations, and the methods, processes, materials and equipment to be employed; to discontinue all or any part of its operation; to lease, sell or otherwise dispose of all or any part of this plant and equipment; and to increase or decrease the operations; and to use, add to, remove, change, and/or otherwise to exercise sole control and discretion over security cameras and other security devices in or around the workplace, provided, however, that prior to adding additional cameras or changing the way cameras are used from those that were in place as the effective date of this Agreement the Company will notify the Union and be available to discuss if the Union requests to do so.
- 9.2 The foregoing enumeration of management rights shall not be deemed to be all inclusive, but shall merely indicate the type of rights which shall belong to and are inherent in the management of the Company. Neither the failure of the Company to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting management's discretion in any manner.

SECTION 10. EMPLOYEES' DONATIONS

- 10.1 Employee's donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual agreement between the Employer and the Union.

SECTION 11. INSPECTION OF RECORDS

- 11.1 Should a controversy or complaint arise concerning wages, hours or other compensation of an Employee, the Employer agrees to submit all necessary records of the case in controversy including a list of Employees, to an authorized representative of the Union for verification during working hours of

the Employer, on the Employer's premise, within five (5) days after receipt of a request. The Union will maintain the confidentiality of any such information.

SECTION 12. VISITATION

12.1 Authorized representatives of the Union shall have access to the premises of the Employer to transact necessary Union business, provided access is in compliance with Company rules, and provided further that such rules do not interfere or hamper the Union representative in his transaction of Union business. It is agreed that before entering the plant, such representatives will notify the Plant Manager, and will conduct their business during normal working hours in such manner so as not to interfere with the normal operation of the Employer's business.

SECTION 13. DUES DEDUCTIONS

13.1 The Employer shall deduct from the pay of all Employees covered by this Agreement all Union dues, initiation fees and re-initiation fees upon receiving written authority from each Employee authorizing such deductions. Such deductions thus made shall be forwarded to Local No. 52 not later than the tenth (10th) of each month for which the deductions are made.

13.2 In any suit brought by the Union against the Employer to collect Union dues, initiation fees and re-initiation fees that the Employer withheld from the Employee's earnings, but failed to remit, and after first having given thirty (30) days advance notice with an opportunity to cure, the Union shall be entitled to recover the fees and dues, interest on the amounts recovered, reasonable attorneys' fees and cost of the suit.

13.3 The Employer shall deduct and transmit to the treasurer of Workers United, Western States Regional Joint Board, SEIU Property Service Civic Engagement Fund (PSCEF) the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least seven (7) days prior to the next scheduled pay period, on the forms provided for that purpose by the Workers United, Western States Regional Joint Board. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

13.4 The Employer agrees to provide voluntary payroll deductions for union members to participate in the credit unions sponsored by Workers United. The Employer agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted, with one change allowed per the life of the contract, for their participation in the plan.

13.5 The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money out of an Employee's pay under this Section 13. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

13.6 The Employer will continue to recognize Union membership, dues deduction, and PSCEF contribution authorizations submitted to the Union on written membership application forms, online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Union will continue to submit to the Employer a list of members who have

authorized payroll deduction and shall provide the Employer with verification that payroll deduction and/or PSCEF contributions have been authorized by the employee.

SECTION 14. BULLETIN BOARD

14.1 The Employer shall provide a separate bulletin board for the use of the Union for posting of official notices. The bulletin board shall be at least two feet (2') by three feet (3') and shall be placed in a conspicuous location as close to the time clock as practicable.

SECTION 15. SUCCESSORS

15.1 Should the Employer sell, assign or otherwise transfer the plant, the Employer shall notify the Union in writing, and he shall make a good faith effort to have the buyer, assignee or transferee adopt this Agreement.

SECTION 16. WORKING HOURS AND OVERTIME

16.1 The regular straight time work week shall be five (5) consecutive days within seven (7) days. The straight time work week for regular part-time Employees shall be up to five (5) days within seven (7) days.

16.2 The Employer may at his sole and exclusive discretion establish a four (4) day ten (10) hour day work week (referred to as "4/40") or a five (5) day eight (8) hour day work week (referred to as "5/40") by giving four (4) weeks' notice to the Union and Employees. In the event the Employer wishes to initiate a four (4) day, ten (10) hour per day workweek, in all or a segment of the Employer's operation, the Employer shall discuss the issue with the affected employees and determine their sentiment regarding such work schedules by means of a secret ballot pursuant to State law. The Employer shall notify the Union of the results of the election.

16.3 Employees assigned to a 4/40 work week shall be paid straight time for the first ten (10) hours of work per day. Time and one-half (1-1/2) shall be paid for all hours worked in excess of ten (10) hours a day, forty (40) hours a week, for work performed on a holiday or for work performed on the Employee's regular scheduled day off. However, if an employee does not work forty (40) hours during his or her scheduled four days of the week, the employee will be paid straight time for work performed on the regularly scheduled day off until forty (40) hours have been worked. During a holiday week, the regular scheduled day off may be worked at straight time and Employees shall receive ten (10) hours holiday pay at the Employee's classification rate.

16.4 For Employees assigned to a 5/40 work week, time and one-half (1-1/2) shall be paid regular Employees for all time worked in excess of eight (8) hours a day, forty (40) hours a week, on the sixth (6th) day of the week or for work performed on the seventh (7th) day. However, if an Employee does not work forty (40) hours during the first five days of the week, the Employee will be paid straight time for the sixth (6th) day. Provided further, should any such Employee work over forty (40) hours during those six (6) days then all work in excess of forty (40) hours will be paid at time and one-half (1-1/2) the regular hourly rate. Regular part-time Employees shall be paid one and one-half (1-1/2) times the regular hourly rate for all time worked in excess of eight (8) hours per day or forty (40) hours per week.

- 16.5 Except in the case of emergency, Employees will be given notice before lunchtime that they will be required to work past their normal quitting time.
- 16.6 All Employees shall be required to take not less than one-half (1/2) hour nor more than one (1) hour for lunch. No Employee shall be required to work more than five (5) hours without a meal period.
- 16.7 Employees working on holidays shall receive time and one-half (1-1/2) for all hours worked (guaranteed eight [8] hours for 5/40 or ten [10] hours for 4/40) and eight (8) or ten (10) hours holiday pay at the Employee's classification rate.
- 16.8 Employees scheduled to work a 5/40 work week who work all of the scheduled hours in a holiday week shall receive time and one-half (1-1/2) for all hours worked over thirty-two (32) hours in the holiday week. Employees shall also receive time and one-half (1-1/2) for all work on the fifth (5th) day of a holiday week if the holiday falls on their regularly scheduled work day. However, Employees who fail to work either thirty-two (32) hours or four (4) days shall not receive time and one-half (1-1/2) for all hours worked on the fifth (5th) day of a holiday week.
- 16.9 Upon mutual agreement in writing between the Employer and the Employee, an Employee working on a holiday may reduce the guaranteed hours in the above paragraph, but not less than four (4) hours, and in such case be paid time and one-half (1-1/2) for all hours worked and eight (8) hours for 5/40 or ten (10) hours for 4/40 holiday pay at the Employee's classification rate.
- 16.10 Agreements for the payment of overtime rates herein contained are not to be construed to require a duplication of overtime wage payments involving the same hours of labor; so that overtime paid on a daily basis shall not be duplicated on a weekly basis.

SECTION 17. TIME RECORDS

- 17.1 Time records, clocks or other recording devices will be maintained by the Employer for all Employees showing the actual time the employment begins and ends each day, the hours worked for the day, and the total hours for the pay period.
- 17.2 Time records used to determine the amount of pay, shall be kept on file for the number of years required by both Federal and State laws or at least four (4) years.
- 17.3 Employers must keep full and accurate records of excuses for illness and other absences.

SECTION 18. SHIFTS

- 18.1 In the event it becomes necessary for the Employer to establish more than one (1) shift, the Employer shall pay all Employees working the second (2nd) shift Five Cents (\$.05) per hour above the wage scale, and all Employees working the third (3rd) shift Ten Cents (\$.10) per hour above the wage scale.

18.2 STARTING TIMES:

First Shift	3:00 A.M. to 10:00 A.M.
Second Shift	2:00 P.M. to 6:00 P.M.
Third Shift	10:00 P.M. to 2:00 A.M.

18.3 The rate to be paid for any day of work is determined by the employee's start time for that day regardless of how many hour are worked or when during the day they are worked.

SECTION 19. SHOW-UP PAY

19.1 All regular and part-time Employees ordered for work on any day, who report for work on that day, shall receive no less than four (4) hours' work or pay at their regular hourly rate for that day, except as hereinafter provided in case of breakdown, Article 30.

19.2 An Employee who reports for work on a regular work day and who was not officially informed by the Employer not to report on that particular day shall be considered as ordered to work.

SECTION 20. GUARANTEED WORK WEEK

20.1 Except on Holiday weeks, Regular Employees shall ordinarily be scheduled to work forty (40) hours per week but guaranteed thirty-eight (38) hours, at their hourly rate, per week except as hereinafter provided in Section 20.3 or in case of breakdown, Section 30.

20.2 If the Employer requires a regular Employee to take time off other than as provided for below or in Section 30, the Employer shall be required to pay for hours not worked to make the thirty-eight (38) hour guarantee.

20.3 In any condition beyond the Employer's control, such as, but not limited to, an act of God, loss of business, a fuel or power shortage, earthquake, strikes, an act of Government or other similar causes, the Employer may reduce the guaranteed work week to not less than thirty-four (34) hours. Before reducing the work week, the Employer shall give one (1) week's written notice to the Union, except in emergencies, in which case telephone notice may be given. Application of this Article shall be subject to Article 34, Disputes, Grievance and Arbitration.

20.4 Part-time Employees employed as provided in Section 21 shall be laid off prior to any reduction of hours under Section 20.3 above.

20.5 The Employer will do their best effort to provide a minimum of forty (40) hours of work and pay per week for their employees. The Guaranteed Work week as set forth in this article remains at thirty (38) hours per week.

SECTION 21. REGULAR AND PART-TIME EMPLOYEES

21.1 There are two classes of employees; Regular employees are those employees who are guaranteed thirty-eight (38) hours per week. Employees working, on average, less than 30 hours per week are part-time employees and shall not be covered by the conditions set forth in this Agreement. Before an

Employer seeks relief in the form of a reduction of the guaranteed work-week in Section 20, all part-time employees must be on lay-off. Employees, employed as of June 7, 2015 will have super-seniority over any part-time employee and will not be laid-off while the Employer has part-time employees working.

- 21.2 The Employer shall file with the Union each month, with the check-off sheet, the names and jobs held, and the numbers of hours by all part-time Employees. Any part-time Employees not so filed shall be considered as full-time Employees for all purposes.
- 21.3 Not more than 25% of the workforce covered by this collective bargaining agreement will be part time on a shift.

SECTION 22. PAY DATE

- 22.1 Wages shall be paid by direct deposit into an employee's account within seven (7) days after the end of the pay period.
- 22.2 Employees may request a printed copy of paycheck stubs once each month. Copies will be provided within two (2) business days of such requests.

SECTION 23. HOLIDAYS

23.1 The Employer agrees that the following shall be observed as paid holidays:

- | | |
|------------------|--|
| NEW YEAR'S DAY | LABOR DAY |
| PRESIDENT'S DAY | THANKSGIVING DAY |
| MEMORIAL DAY | CHRISTMAS DAY |
| INDEPENDENCE DAY | EMPLOYEE'S ANNIVERSARY DATE
OF EMPLOYMENT |

23.2 The Employer, by posting notice during the first two (2) weeks of January may:

- 1) Continue to have President's Day observed as a paid holiday; or
- 2) Discontinue having President's Day observed as a paid holiday by substituting for such holiday either the Employee's birthday or by adding one (1) paid day to the Employee's vacation. If the Employer exercises his option to discontinue having President's Day as a holiday, the Employee may choose whether he wishes to observe such paid holiday on his birthday or by adding it to his vacation.

23.3 Additionally, and at the option of the Employer, the Employee's Anniversary Date of Employment may be substituted for the Day after Thanksgiving or Good Friday by giving notice as set forth above. Employees hired after June 7, 2015, and before June 4, 2018, shall have seven (7) holidays and shall not have their Anniversary of Employment as a holiday, but they shall be afforded a Floating Holiday to be taken on a date mutually agreeable with the Employer. New hires after June 4, 2018 are not eligible for Anniversary Day or Floating Holiday.

- 23.4 An Employee previously covered by this Agreement who enters or re-enters employment within a twelve (12) month period after termination of his employment becomes immediately eligible for holiday pay. Employees who have been on the payroll for thirty (30) working days or more are eligible for holiday pay.
- 23.5 In weeks wherein a holiday occurs, thirty-two (32) hours shall constitute a week's work for Employees assigned to a 5/40 work week. Any time worked in excess of eight (8) hours in any one (1) day (ten (10) hours for an employee working a 4/40 schedule) or thirty-two (32) hours in a holiday week, shall be paid for at the rate of time and one-half (1-1/2).
- 23.6 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. Employees will be required to work these schedules in order to ensure that customer needs are met.
- 23.7 Employees shall be paid for time not worked on any of the above-named holidays at eight (8) hours for 5/40 or ten (10) hours for 4/40 at the Employee's classification rate. If no hours are worked during the holiday week, no holiday pay is required. However, if the Employee is on vacation he may receive either an additional paid day's vacation or an additional day's pay, at the sole discretion of the Employer.
- 23.8 In plants working a 4/40 work week, the regular scheduled day off may be worked at straight time and Employees shall receive ten (10) hours' holiday pay at the Employee's classification rate.
- 23.9 If the Employer declares the Friday before a Saturday holiday as a no-work day, he shall pay Employees for that day based on Article 23.7 above.
- 23.10 Employees absent during a holiday week shall forfeit their holiday pay unless they work on the holiday or are excused by the Employer.
- 23.11 When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday.

SECTION 24. VACATIONS

- 24.1 An Employee shall become eligible for a vacation in accordance with the following schedule:
- 1) Upon completion of one (1) year of continuous service with the Employer, an Employee will become eligible for one (1) work-week's vacation with pay.
 - 2) Upon completion of three (3) years of continuous service with the Employer, an Employee will become eligible for two (2) work-weeks' vacation with pay.
 - 3) Upon completion of seven (7) years of continuous service with the Employer, an Employee will become eligible for three (3) work-weeks' vacation with pay.
 - 4) Upon completion of fourteen (14) years of continuous service with the Employer, an Employee will become eligible for four (4) work-weeks' vacation with pay.

- 24.2 Employees will upon request be paid for their earned vacation pay on the last regular pay day preceding the vacation period. Regular full-time Employees shall receive vacation pay based on forty (40) hours times their classification rate.
- 24.3 The vacation period shall be between January 1st and December 31st of each year. A copy of the vacation schedule will be posted in a prominent place in the plant no later than January 15th of each year
- 24.4 The Employer shall post a vacation bid list during the months of November and December and the Employees shall select their vacation by seniority. If an Employee fails to select as set forth above, he must give his Employer at least sixty (60) days notice prior to the effective date of his vacation, and may take vacation only on available days and on a first-come, first-serve basis. However, those Employees who select in November and December shall have preference regardless of their seniority.
- 24.5 In case of termination of employment, employees will be paid for any unused accrued vacation balances.
- 24.6 Pay in lieu of vacation shall not be granted without mutual agreement between the Employer, the Employee and the Union.
- 24.7 Upon sale or transfer of ownership of any plant, or upon dissolution of business, vacation pay for all months worked prior to the sale for which no vacation has been given shall be paid to all Employees by the seller.

SECTION 25. ILLNESS AND LEAVE OF ABSENCE

- 25.1 The Employee shall not lose seniority if he is absent due to illness or accident for shorter periods than shown below:
- 1) After six (6) months continuous service, Seven Hundred and Twenty (720) hours.
 - 2) After five (5) years continuous service, Nine Hundred and Sixty (960) hours.
 - 3) After fifteen (15) years continuous service, One Thousand Two Hundred (1200).
 - 4) After twenty (20) years continuous service, One Thousand Four Hundred and Forty (1440) hours.
- 25.2 No vacation benefit shall accrue to any Employee after two hundred forty (240) working hours of absence in any calendar year.
- 25.3 Illness and/or leave of absence, and/or maternity leave shall not be accumulated. Regardless of anniversary year, such absences shall not extend beyond periods shown above.
- 25.4 An Employee who is absent due to industrial accident and/or illness shall maintain his prior seniority and be eligible for rehire in accordance with State and Federal laws and court decisions.
- 25.5 One (1) leave of absence per anniversary year shall be granted, up to fifteen (15) working days without pay, to Employees who have been in the employ of the Employer for one (1) year or longer

and who can prove legitimate and bona fide reasons such as, but not limited to: serious illness, death in the immediate family or jury duty. A leave of absence shall not be granted in conjunction with a vacation unless an Employee notifies his Employer as soon as possible and can prove bona fide reasons that an emergency has in fact occurred which requires his presence. Anyone who violates this Article may be discharged forthwith, suspended or otherwise disciplined.

- 25.6 Employees on sick leave shall notify the Employer when they will return to work at least two (2) business days before they return to work.
- 25.7 Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as an illness or accident in accordance with Article 25.1 above.
- 25.8 The provision of this Article, where applicable, shall include such leave as Employees are entitled to and is required by the Family and Medical Leave Act of 1993, Public Law No. 103-3 ("FMLA"), and California law granting family and medical leave rights. Accrued paid vacation leave shall not be substituted for FMLA leave unless the Employee requests it.
- 25.9 The Employer shall comply with the California Family School Act.

SECTION 26. SENIORITY

- 26.1 Seniority shall be based on length of continuous employment with the Employer. Reduction of the working forces, recall from layoffs, assignment to a temporary shift, assignment of overtime and the distribution of hours shall be in accordance with seniority, if the most senior Employee is qualified to meet standard qualifications within each classification.
- 26.2 Seniority of an Employee shall be lost when an Employee:
- 1) is discharged for cause;
 - 2) resigns;
 - 3) is not rehired due to layoff. However, such employee retains seniority as set for below:

After Probation to 1 year of employment:	90 days
1 year to 5 years of employment:	150 days
5 years to 10 years of employment	180 days
10 years plus	270 days
 - 4) is absent more than ninety (90), one hundred twenty (120), one hundred fifty (150) or one hundred eighty (180) working days as spelled out in Article 25.1;
 - 5) fails to report to work within three (3) days after being recalled from layoff. However, if an Employee fails to report because of bona fide reasons such as serious illness or jury duty, he shall be kept on the seniority list and shall be the next Employee recalled if he meets the requirements in Article 26.2, 3) above; or

- 6) is absent from work three (3) consecutive working days without notification to the Employer.

26.3 In all cases of layoff and recall of forces seniority shall govern provided the senior employee is qualified to perform the job. Shop stewards shall have superseniority for purposes of layoff.

26.4 Transfers. An employee desiring a transfer to a specific job opening (excluding lead persons who shall be designated at the sole and exclusive discretion of the Employer) shall indicate their desire on a form provided by the Employer. Copies of the form shall be provided to the Union and the employee. Transfer requests will remain valid for six (6) months and may be renewed for an additional six (6) months and only for a specific job. Preference for job vacancies will be given to employees who have Transfer request on file, on the basis of seniority, provided that the employee is qualified for the position or can qualify, at the sole and exclusive discretion of the Employer, within ten (10) working days of being transferred. Employees who fail to qualify will be returned to their former position or a similar position if their former position is not available. Vacancies created by this one transfer may be filled in accordance with Section 27 TRANSFERS or by a new hire at the sole and exclusive discretion of the Employer. Employees who transfer through this process will not be eligible to transfer again for a period of one (1) year unless the Employer in its sole and exclusive discretion approves of such new transfer. Provided further, there shall only be two (2) such transfers per thirty (30) working days and there shall be no transfers because of seniority between shifts unless this Employer approves of such transfer.

SECTION 27. TRANSFERS

27.1 Any Employee transferred to a higher rated classification who qualifies therefore, shall receive the rate of the higher classification.

27.2 Whenever an Employee does work in a higher classification, he/she shall be paid according to the rate of the classification in which work is actually performed.

27.3 Employees transferred to lower classification, from day to day, shall not suffer a reduction in their regular classification rate.

27.4 Employees transferred permanently to another classification shall be so notified in writing stating the reason for such transfer and paid according to that classification rate.

SECTION 28. STEWARDS

28.1 The Union may select, depending on the size of each plant, a number of Employees, but not to exceed two (2), to be duly accredited representatives in the plant, to be known as Stewards, by giving the Employer written notice of the Stewards' names.

28.2 The Employer shall give one (1) week's written notice to the Union, with a full statement of the cause or reason, in case of a Steward's termination. This notice shall not include any portion of a vacation period and shall be given in all cases other than gross misconduct.

- 28.3 When warning notices are issued to a member of the bargaining unit a Steward may be present if Steward and employee want him/her to be there.
- 28.4 If California becomes a Right to Work State, the Employer will arrange for all newly hired bargaining unit members to attend a Union orientation on company time and on premises, for no more than thirty (30) minutes, within four (4) weeks of each new employee's date of hire. Such orientations will be scheduled in consultation with the Union Representative and Shop Steward

SECTION 29. REST PERIODS

- 29.1 Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of employment. The rest period, insofar as practicable, shall be in the middle of each work period. Should an employee complete his day's work between the fourth (4th) and sixth (6th) hour, he shall not be entitled to the second paid rest period on that day. Once an employee has completed work in excess of six (6) hours, he shall have earned and be given the second ten (10) minute paid rest period for that day. Employees shall not be required to work in excess of three (3) continuous hours without a ten (10) minute rest period. Employees in the soil sort department will have an additional two (2) minutes wash up time before each break, prior to lunch and at the end of shift.

On all days, including Sunday and holidays when at work, all employees shall be required to take an unpaid one-half (1/2) hour lunch period, as defined by State of California law. In cases of emergency and breakdowns, the thirty (30) minute unpaid lunch period may be extended by the Company to one (1) hour (an additional thirty (30) minutes). Under no circumstances shall any employee be required to work more than five (5) hours without a lunch period.

SECTION 30. BREAKDOWN – INTERMITTENT PERIODS OF IDLENESS

- 30.1 There shall be no intermittent periods of idleness during any one (1) day, except for breakdowns. In case of breakdown, Employees shall be paid during the day breakdown occurs, unless ordered to punch out; and, if ordered to return to work at a stated time, and repairs are not completed, they shall be paid from the time they are ordered to work until actual work begins.
- 30.2 "Breakdown" shall be defined as the inability of an Employer to operate his plant because of any condition beyond the Employer's control; such as, but not limited to, an act of God, a fuel or power shortage, lack of supplies, earthquake, equipment malfunction, an act of Government or other similar causes.
- 30.3 Employees required to remain on the premises of the Employer, or required to hold themselves in readiness to the extent that their time cannot be used as their own, shall be paid for such time at their classification rate.
- 30.4 Employees required to work beyond their regular quitting time as a result of a breakdown shall be paid straight time their hourly rate of pay for all hours worked past their regular quitting time. A shift premium in addition to time and one-half (1-1/2) shall not be paid for any hours worked past their regular quitting time, unless the work performed in any one (1) day is more than 8 hours or 10 hrs based on their regular work schedule.

SECTION 31. NO DISCRIMINATION

31.1 The parties to this Agreement agree there shall be no discrimination against any employee or any applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, disability, or any other legally recognized and protected category. The parties also agree to comply with the provisions of FMLA and USERRA.

SECTION 32. WAGES

- 32.1 **SCALES:** The minimum wage rates for each job classification at the Los Angeles Plant are attached as Attachment "A" and those for the Anaheim Plant are attached as Attachment "B".
- 32.2 **PERSONALIZED WAGES:** Employees who receive a personalized rate above the wage schedule set forth herein shall, at the time wage increases are provided for in the applicable Attachment hereto, receive an increase added to their current personalized rate in the amount of one-half (1/2) the negotiated increases until the classification rate in which the Employee is working is the same or greater than his/her personalized rate.
- 32.3 **HEAD WASHER, HEAD DISTRIBUTOR:** where there is more than one (1) ~~or more~~ washer and distributor employed, one (1) in each classification shall be designated as a Head Washer or Head Distributor and shall receive the wage designated in this Agreement. A Head Distributor shall be designated within each plant and paid Ten Cents (\$.10) above the Distribution rate.
- 32.4 **NEW CLASSIFICATIONS:** Job classifications listed herein are general for the industry, but do not necessarily contain classifications for all jobs for each particular plant.
- 32.5 Where individual jobs are not identified and covered by the above general classifications, such jobs shall be classified by the work performed and the rate of pay shall be determined by evaluation. Job evaluation shall be based on other job rates in the industry. Job rates resulting from evaluation shall be by express agreement between the Employer and the Union.

SECTION 33. DISPUTES, GRIEVANCE AND ARBITRATION

- 33.1.** The term "grievance" shall mean any dispute or difference between Employer and the Union or between the Employer and any employee covered by this Agreement concerning the interpretation, application, or violation of any provision of this Agreement.
- 33.2 First Step:** Any grievance shall be taken up orally between a supervisor and the employee, with or without a Union representative within ten (10) days after the occurrence of the event giving rise to the grievance.
- 33.3 Second Step:** If the grievance is not resolved in the first step, it may be moved to the second step by taking the matter up orally between the Union's designated representative and the Employer's General Manager or designee, withing fifteen (15) days after the occurrence of the event giving rise to the grievance. If no resolution is reached within five (5) working days after submission, the grievance shall be deemed to have been denied.

33.4 Third Step: If the grievance is not resolved in the second step, it may be moved to the third step by submission in writing to the other party within ten (10) working days of denial in the second step. The written grievance shall state the nature and date of the occurrence of the event-giving rise to the grievance and shall specify the provision or provisions of this Agreement on which said grievance is based, as well as the relief sought. It shall be dated and signed by the employee or employees involved, if any, and the designated Union representative in the case of a grievance carried forward by the Union, or by the designated Employer representative in the case of a grievance carried forward by the Employer and shall be served upon the other party within the period of time herein-above specified.

33.5 Fourth Step — Arbitration: If the grievance is not resolved in the third step within five (5) days after it is submitted in that step, either party to this Agreement may demand arbitration by giving written notice to the other within ten (10) days thereafter.

1. Within three (3) days after receipt of the notice demanding arbitration, the parties shall select an impartial arbitrator and, if they are unable to agree upon his selection, either party may, on the following day, request the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested persons qualified and willing to act as impartial arbitrators. From this list, within two (2) days after receipt thereof, the Employer and the Union shall each alternately strike one (1) name until six (6) names have been eliminated, and the person whose name remains shall be the selected impartial arbitrator. The party who shall make the first deletion from the list will be determined by the FMCS number assigned to the arbitrator panel—if the number is even, the Employer shall strike first; if the number is odd the Union shall strike first.

2. The arbitrator shall render a written award and opinion within thirty (30) days of submission of the case.

3. The written award of the arbitrator shall be final and binding upon the parties to this Agreement and any employee affected thereby.

4. The arbitrator shall have no power to:

a) Alter, change, modify, add to or subtract from this Agreement or any provision thereof;

b) Determine any dispute, which is exempted from the definition of "grievance" in this Agreement, or decide any question or issue not submitted to him by the parties;

c) Determine any provision to be incorporated in a new agreement or any extension or renewal of this Agreement;

d) Impose on either party hereto a limitation or obligation not set forth in an express provision of this Agreement;

e) Substitute his discretion for the discretion of the Union or of the Employer, modify disciplinary action, award money damages except back pay or contractual compensation of any employee, or establish wage rates.

5. The expenses of the arbitrator and the cost of hearing room, court reporter, and transcript, if any, shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

33.6 A grievance which is not initiated and brought forward within the time limits provided with each of the paragraphs of this Section shall be deemed waived unless such time limits are extended by mutual agreement

SECTION 34. STRIKES, LOCKOUTS AND PICKETING

34.1 There will be no strikes, lockouts, work stoppages or slowdowns. The Union agrees to support the Employer fully in maintaining operations in every way. Should picketing be occasioned by persons or organizations other than the Union, Employees may refuse to cross such picket lines as are lawful, primary lines, and are officially and specifically sanctioned or approved by all three (3) of the following:

- 1) The Los Angeles County Federation of Labor, AFL-CIO and,
- 2) the Workers United, International Union and,
- 3) the Executive Board of Workers United, Western States Regional Joint Board

SECTION 35. MEDICAL, LIFE, DENTAL, PRESCRIPTION DRUG AND VISION PLANS

35.1 The Employer shall contribute into the Welfare Trust Fund (Trust Fund) the sum of Five Hundred and Thirty-five dollars \$535.00 per month for each eligible employee. All eligible employees shall have Twenty-Nine Dollars and Two Cents (\$29.02) deducted from their wages as their co-payment of the \$535.00. This contribution rate shall remain at \$535.00 until at least January 1, 2023.

35.2 In the event any increase in the above premium of Five Hundred and Thirty-five dollars (\$535) is implemented by the Fund after January 1, 2023, that increase shall be shared 75% by the Employer and 25% by the employee, provided, however, that the maximum combined contribution of the Employer and the employee shall be capped at Five Hundred Sixty-seven dollars and ten cents (\$567.10).

35.3 The Employer shall be responsible for any benefits which would have accrued to an Employee if the Employer fails to make payments for an Employee as herein provided.

35.4 In the event the Fund utilizes rates below the above for similarly situated Employers, Employer shall pay those lower rates. In the event the Fund permits employees to decline coverage, with the result that neither the employee nor the Employer shall make contributions, this shall be applicable to Employer and its employees.

SECTION 36. PENSION TRUST FUND

The Employer shall contribute to the National Retirement Fund on or before the tenth (10th) of each month, an amount per employee covered by the collective bargaining agreement, according to the terms of the Rehabilitation Plan, which currently provides for contributions stated in monthly amounts as follows:

Table 1	Los Angeles
Effective Date	Rate for each eligible employee
6/1/2021	\$77.78 per month
6/1/2022	\$81.31 per month
6/1/2023	\$85.00 per month

Table 2	Anaheim
Effective Date	Rate for each eligible employee
6/1/2021	\$77.78 per month
6/1/2022	\$81.30 per month
6/1/2023	\$84.99 per month

SECTION 37. GENERAL PROVISIONS APPLICABLE TO TRUST FUNDS, AND DELINQUENCY PROCEDURES

- 37.1 Employer agrees to abide and be bound by all the terms and provisions of the Welfare Trust Fund and the Pension Trust Fund as executed and as it has been and may from time to time be amended.
- 37.2 For purposes of contributions under both the Welfare Trust Fund and the Pension Trust Fund, an eligible Employee shall mean:
- 1) Any Employee covered by this Agreement who was employed by the Employer the first (1st) working day of the preceding calendar month and who has been on the payroll a full calendar month including the first (1st) working day of the month. Pension contribution begin on the first (1st) day of the month following thirty (30) days of employment;
 - 2) For any Employee covered by this Agreement who was eligible for benefits from the Welfare Trust Fund, or who was an eligible participant of the Pension Trust Fund within six (6) months prior to his date of hire; payments on behalf of such Employee shall be due on the first (1st) working day of the month following or coincident with his date of hire.
- 37.3 Trust Fund contributions (together with report forms supplied by the Trust Funds for such purposes) shall be submitted by the Employer to the Trust Funds' offices at 920 South Alvarado Street, Los Angeles, California 90006, or to such other place designated by the Trustees of the Trust Funds.
- 37.4 Contributions shall be made by the tenth (10th) day of the month for which payment is due. Payments not received in full by the twentieth (20th) day of the month shall be considered delinquent and subject to an amount equal to the greater of interest on the unpaid contribution at the highest rate permitted by law, or liquidated damages of twenty percent (20%) of the amount of the contribution. This amount shall become due and payable to the Trust Funds by the delinquent Employer upon the day immediately following the date on which the contribution or contributions became delinquent and shall be in addition to said contribution or contributions; provided, however, the Trustees may waive payment of the liquidated damages, or any portion thereof, in a particular case upon good cause satisfactory to the Trustees.
- 37.5 In any suit brought by the Trustees of the Trust Funds to collect contributions, the Trustees or the Trust Funds shall be entitled to the unpaid contributions; interest on the unpaid contributions or liquidated damages, whichever is greater; reasonable attorneys' fees; cost of suit; and such other legal or equitable relief as the court deems appropriate.
- 37.6 Upon request of the Trustees the Employer shall make available such books, records, and reports as the Trustees' auditor deems appropriate to determine that the Employer has made required

contributions. In the event the Trustees determine that the Employer failed to make the required contributions, the Trustees may assess the Employer the cost of the audit.

37.7 In the event of failure by the Employer to make contributions by the time they are due, the Trustees shall take whatever action they deem appropriate. If an Employer is delinquent in payment of contributions, the Union may, after seventy-two (72) hours written notice of such delinquency, take any legal action necessary, including the right to file a grievance.

SECTION 38. SICK LEAVE

- 38.1 Employees must work at least 30 days or more to be qualified for sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked up to a maximum of 40 hours per year. Sick leave will be paid at the employee's regular wage rate. No more than 40 hours of sick leave may be taken in any one year. A total of 48 hours or six days can be carried over into the next year up to a maximum of eighty (80) hours. An employee is only allowed to use their paid sick time once they have worked 90 days after initial employment. Sick leave may be used only for those purposes authorized by California State law. Falsification of sick leave claims or proved abuse of sick leave privileges may be cause for disciplinary action up to and including discharge.
- 38.2 Following 90 days of employment an employee shall accrue twenty-four (24) hours of paid sick leave for both his own sickness and to aid his family members (children, parents, spouses, registered domestic partners, grandparents, grandchildren and siblings). Following one (1) year employment each new employee shall accrue and additional sixteen (16) hours of paid sick leave. All employees who have over one year of service shall accrue an additional forty (40) hours of paid sick leave on their anniversary date.
- 38.3 For individuals with accrued paid sick leave banks less than 80 hours cap at 80 hours of sick leave. Employees with accrued paid sick leave banks over 80 hours cap at number accrued paid sick leave in bank as of June 4, 2018, which will be the employee's individual permanent accrued paid sick leave cap.
- 38.4 Employees who retire shall have their entire sick leave accumulated but unused bank paid at retirement or over a mutually agreed period of time. Employees who have twenty years (20) or more of service with the Employer may have their entire sick leave accumulated but unused bank paid at termination or over a mutually agreed period of time. Otherwise accrued but unused sick leave shall not be paid out upon termination of employment.
- 38.5 Employees shall have one (1) hour for every thirty (30) hours worked up to a maximum of forty (40) in any one (1) anniversary year.
- 38.6 Sick leave shall be integrated with any other payment such as Unemployment Disability or Workers compensation so that the total payment shall not exceed 100% of the employee's regular rate of pay.
- 38.7 The Employer shall notify employees' of how much sick leave they have in their bank either on the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wages.

SECTION 39. FUNERAL LEAVE

39.1 Employees shall be granted three (3) days' funeral leave with pay. Up to two (2) additional days of unpaid leave shall be provided, if requested. To be eligible for funeral leave, an Employee must be in attendance at the funeral or in mourning of a member of his/her immediate family. Immediate family is defined as parents, spouse and children, domestic partners, sisters, brothers, grandchildren and grandparents. The Employer may require proof of attendance at the funeral or a copy of the death certificate.

SECTION 40. ETHNIC DIVERSITY

40.1 The parties recognize that many recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves.

40.2 The Employer agrees to distribute information regarding available English as a Second Language (ESL) which is distributed by the government or/and provided by the Union to the employees and may provide space on the Union bulleting board to that end.

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

SECTION 41. IMMIGRATION PROTECTION

41.1 Discharge or suspension of employees based on information regarding their immigration status. If the employer is legally required to suspend or discharge an employee on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the employer shall re-instate to his/her former position any such suspended or discharged employee who returns to work within two weeks. Any employee who returns to work after two weeks will be entitled to any open position for which they are qualified. If there are no open positions available the employee shall be placed on layoff status with all the rights of any laid off employee.

41.2 In the event the Employer is served with a validly executed Search and Arrest warrant the Employer shall take the following action: To the extent possible, arrange for questioning of employees to occur in as private a setting as possible in the workplace.

41.3 The Employer shall grant employees excused absences, when given one weeks' prior notice for the following: To attend any appointments scheduled by the INS or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Employer may require proof of the appointment and proof of family relationship.

41.4 The Employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.

- 41.5 The Employer shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes names, addresses, and social security numbers.
- 41.6 If an employee request that the Employer change her/his records regarding her/his name or social security number, and the Employer can lawfully do so the Employer will do so and the change will not prejudice the employee's seniority or other rights under this agreement.
- 41.7 Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Shop Steward shall immediately notify the Union by telephone to the Union's office, and attempt to contact the highest ranking union officer in the facility.

SECTION 42. RESPECT AND DIGNITY

- 42.1 The Employer and the Union agree that each employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats, or harassment by the Employer or the employee will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or Union representative or (ii) where necessary to protect the immediate personal safety or property of employees or the Employer or (iii) where another employee is present for translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner. All acts of disrespect shall be subject to the grievance and arbitration procedure.

SECTION 43. UNION LEAVE

- 43.1 Employees covered by this contract may seek a leave for organization and educational purposes only. Any request for such leave shall be given in writing to the Employer two (2) weeks before such leave, if approved, is scheduled to commence. No Union leave may exceed one hundred and eighty (180) calendar days. All leave for organizational or educational purposed must be mutually agreed upon by the employer and the Union. The Employer will not unreasonably deny such request. During such leave the employer will continue the seniority of the employee on leave. Up to two (2) persons may be given leave at the same time but not from the same department or shift if the Employer has more than one (1) shift. The employer shall have no obligation to pay wages or fringe benefits during such leave.

SECTION 44. LABOR-MANAGEMENT COMMITTEE

- 44.1 There is hereby established a Labor-Management Committee. The Committee may be called to order by the Union or the Employer. Once either party calls for a meeting it will be scheduled within thirty (30) calendar days.
- 44.2 It is agreed and understood that this Committee acts in an advisory capacity and does not have the authority to change, modify or add to this Agreement.

SECTION 45. CHANGES IN THE LAW AFFECTING CONTRACT

45.1 The parties that agree that, in the event of a change in local, city, state or federal law that modifies, changes or otherwise may affect the terms or conditions of employment as set forth in this collective bargaining agreement (i.e. implementation of National Health, guaranteed paid or unpaid leave, etc.) the Parties will meet to discuss how the change affects the terms or conditions of the Agreement. It is intended that, in no event, shall any such change in the law be permitted to add to, or take away from rights and privileges afforded under this Agreement and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. Either party may re-open the Agreement for negotiations only on such terms that are affected by the change in local, city, state or federal law.

SECTION 46. GENERAL SAVINGS CLAUSE

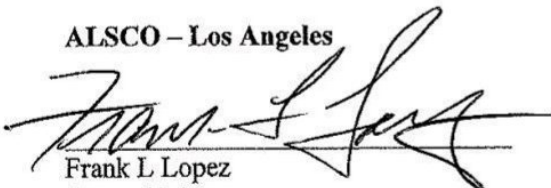
46.1 It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision of this Agreement be determined to be contrary to any Federal or State law, all other provisions of this Agreement shall remain in force and effect, and substitutions for the invalid provision or provisions shall be immediately negotiated.

SECTION 47. DURATION OF AGREEMENT

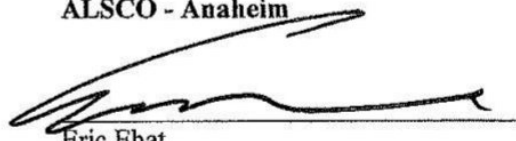
47.1 This Agreement shall become effective June 7, 2021 and shall remain in effect until June 6, 2024 and from year to year thereafter, unless written notice is given sixty (60) days prior to the expiration day, by either party that such party intends to terminate, modify or amend this Agreement on the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at _____,
California on August 27, 2021, 2021

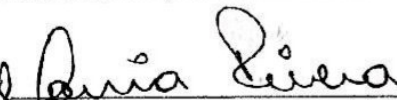
ALSCO – Los Angeles


Frank L Lopez
General Manager

ALSCO - Anaheim


Eric Ehat
General Manager

**Workers United WESTERN STATES REGIONAL
JOINT BOARD, LOCAL NO. 52**

By 
Maria Rivera
Regional Manager

**ATTACHMENT “A”
LOS ANGELES**

WAGE SCALES

WAGE RATE PER HOUR EFFECTIVE the first pay periods after the following dates

<u>CLASSIFICATIONS</u>	<u>Current 06/07/20</u>	<u>\$0.35 06/07/21</u>	<u>\$0.40 06/07/22</u>	<u>\$0.40 06/07/23</u>
Head Washer	\$16.40	\$16.75	\$17.15	\$17.55
Washer	\$15.80	\$16.15	\$16.55	\$16.95
Washroom Department Tumbler and Utility	\$15.60	\$15.95	\$16.35	\$16.75
Head Distributor	\$15.60	\$15.95	\$16.35	\$16.75
Press/Distribution/Alteration	\$15.50	\$15.85	\$16.25	\$16.65
Order Clerk/Truck Loader/ Custodian/Soil Sort/ Counter/Stacker	\$15.40	\$15.75	\$16.15	\$16.55
All Other Production Employees	\$15.30	\$15.65	\$16.05	\$16.45

Individuals hired after July 1, 2018, shall be hired into one of two classifications: “Head Washman” and the “All Other Production” classifications and shall remain in those classifications for pay purposes.

The foregoing are the minimums required to be paid. The Employer reserves the right to pay above the foregoing minimums.

New Employees are defined as an Employee not previously covered by this Agreement within a twelve (12) month period following his termination from a covered Employer.

New Employees shall be paid a wage rate determined by the Employer. After six (6) months of employment, the new employee shall receive 80% of their classification rate. After twelve (12) months of employment the employee shall be paid the classification rate.

It is agreed and understood that the New Employee’s rates of pay will increase as a percentage of each across the board increase negotiated in this Agreement.

No current Employee will lose his job because of the seniority rates set forth in the above Scales.

**ATTACHMENT “B”
ANAHEIM**

WAGE SCALES

WAGE RATE PER HOUR EFFECTIVE the first pay periods after the following dates

<u>CLASSIFICATIONS</u>	<u>06/07/20</u>	<u>\$0.30</u> <u>06/7/21</u>	<u>\$0.85</u> <u>01/1/22</u>	<u>\$0.40</u> <u>06/7/22</u>	<u>\$0.40</u> <u>06/07/23</u>
Head Washer	\$15.05	\$15.35	\$16.20	\$16.60	\$17.00
Washer	\$14.50	\$14.80	\$15.65	\$16.05	\$16.45
Washroom Department Tumbler and Utility	\$14.30	\$14.60	\$15.45	\$15.85	\$16.25
Head Distributor	\$14.30	\$14.60	\$15.45	\$15.85	\$16.25
Press/Distribution/Alteration	\$14.20	\$14.50	\$15.35	\$15.75	\$16.15
Order Clerk/Truck Loader/ Custodian/Soil Sort/ Counter/Stacker	\$14.10	\$14.40	\$15.25	\$15.65	\$16.05
All Other Production Employees	\$14.00	\$14.30	\$15.15	\$15.55	\$15.95

Individuals hired after July 1, 2018, shall be hired into one of two classifications: “Head Washman” and the “All Other Production” classifications and shall remain in those classifications for pay purposes.

The foregoing are the minimums required to be paid. The Employer reserves the right to pay above the foregoing minimums.

Employees shall be guaranteed the following non-cumulative compensation based on years of service on top of the rates referenced above.

Over five years continuous employment:	\$0.05 per hour
Over ten years continuous employment:	\$0.10 per hour
Over fifteen years continuous employment:	\$0.15 per hour

(Example: All other Production Employee with 5 years of seniority (classification rate is \$13.00) guaranteed \$13.05 effective ratification: Employee with 10 years of seniority guaranteed \$13.10; Employees with 15 years of seniority guaranteed \$13.15)

New Employees are defined as an Employee not previously covered by this Agreement within a twelve (12) month period following his termination from a covered Employer.

New Employees shall be paid a wage rate determined by the Employer. After six (6) months of employment, the new employee shall receive 80% of their classification rate. After twelve (12) months of employment the employee shall be paid the classification rate.

It is agreed and understood that the New Employee's rates of pay will increase as a percentage of each across the board increase negotiated in this Agreement.

No current Employee will lose his job because of the seniority rates set forth in the above Scales.