

**AGREEMENT**

**BETWEEN**

**ALSCO INC.**

**SACRAMENTO, CALIFORNIA**

**and**

**Worker's United  
WESTERN STATES REGIONAL JOINT BOARD**

**LOCAL 75**

**October 1, 2020 through September 30, 2023**

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This Agreement made and entered into this First day of October 2020 by and between AlSCO Inc., Sacramento, California, hereinafter referred to as the "Employer", and Western States Regional Joint Board, LOCAL 75, here in after referred to as the "Union".

## **SECTION 1. RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer working under any of the job classifications set forth in Schedule "A."

## **SECTION 2. UNION MEMBERSHIP**

A. Membership in the Union shall be a condition of employment on and after the 31st day following the beginning date of employment or the effective date of this Agreement, whichever is later, and continued membership in good standing shall also be a condition of employment. Newly hired employees who are not members of the Union shall complete membership within thirty-one (31) days from the beginning date of employment.

B. When new or additional employees are needed by the Employer, the Employer shall notify the Union of the number of employees and classifications needed in order that they may be interviewed. The Employer shall have the right to hire from outside sources.

C. Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by non-membership in the Union, Union membership, by-laws, rules, regulations, constitutional provisions or in other aspects or obligations of Union membership policies or requirements.

D. The Employer shall have the right to reject any applicant referred to him by the Union. The Employer, upon request from the Union, shall give his reasons for refusing to accept said applicants. The Union, in referring applicants, and the Employer in hiring any employee, shall give preference of employment to applicants previously employed in this industry in the local area in which they apply for work.

E. The Employer agrees to notify the Union in writing upon the forms to be supplied by the Union of all new employees hired within seven (7) days following the beginning date of employment, furnishing the Union with the employee's name, address, social security number, and the date of employment of each new employee.

F. The Employer also agrees that upon notice in writing by the Union that any employee who is not in good standing with the Union in accordance with this Section, the employee shall be removed from the Employer's payroll within seven (7) days from receipt of said notice.

G. The parties to this Agreement will post in places where notice to employees and applicants for employment are customarily posted, a copy of this Section and any and all other provisions relating to this matter.

H. The Employer shall deduct from the first paycheck issued to each employee covered by this Agreement, and each calendar month thereafter, the regular monthly dues owing to the Union by

each employee employed by the Employer. The Employer shall also deduct initiation fees and special fees and assessments voted on and approved by the Union (fines are not included) for all employees. The Union shall furnish on or before the first of each calendar month a list of employees employed by the Employer for whom the Employer shall make deductions. The Employer shall make such deductions in accordance with such list, provided the employees listed therein are in the employ of the Employer the last day of the previous calendar month, and provided further, that the Union shall have secured and furnished to the Employer written authorization for such deductions of each employee. The Employer will continue to recognize Union membership, dues deduction, and PAC/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 PAC/PSCEF contributions have been authorized by the employee.

I. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Employer in reliance upon authorization cards for the deduction of Union dues and fees.

J. It is understood and agreed that the right of discharge shall rest in the discretion of the Employer, provided the Employer shall not discharge or otherwise discriminate against any employee because of Union affiliation or activity, where such activity does not interfere with the ordinary work of the employee. If any employee feels that he or she has been unjustly discharged, the employee may challenge such discharge through the grievance procedure provided for in Section 23.

### **SECTION 3. HOURS OF WORK**

A. Hours of Work: Eight (8) consecutive hours, lunchtime excepted, shall constitute the regular shift or workday. The first shift shall begin work between the hours of 4:00 a.m. to 11:00 a.m. and employees working such first shift shall be paid at the regular straight time rate of pay. Any shift starting between the hours of 11:00 a.m. to 2:00 p.m. shall be designated the second shift and employees working such second shift shall be paid a premium of five cents (\$.05) per hour for all work performed. Any shift starting between 2:00 p.m. and 6:00 p.m. shall be designated the third shift and employees working such third shift shall be paid a premium of ten cents (\$.10) per hour for all work performed. Any shift starting between 6:00 p.m. and 11:00 p.m. shall be designated the fourth shift and employees working such fourth (4th) shift shall be paid a premium of fifteen cents (\$.15) per hour for all work performed.

Any shift starting between 11:00 PM and 3:59 AM shall be paid at a premium of twenty (\$0.20) cents per hour for all work performed.

B. Work Week: Forty (40) hours consisting of five (5) consecutive eight (8) hour days from Monday through Sunday shall constitute the regular straight time work week, except as provided in subsection (C) below.

Should the Employer decide to establish a four (4) day, ten (10) hour workday, exclusive of a meal period, it should have the following conditions:

- 1) Four (4) out of five (5) days — Mondays through Friday, shall be scheduled. Saturday and Sunday shall be the off days
- 2) Overtime shall be paid after ten (10) hours in a day or forty (40) hours in a week.
- 3) This schedule shall be implemented for the entire plant or a particular department by a two-thirds (2/3's) majority vote of the affected employees.

C. **Holiday Weeks:** The Employer may require employees to work on other than consecutive days during a week in which a holiday falls. In such event the employee shall receive the regular straight time rate of pay except for work performed on the sixth (6th) consecutive day, which shall be at time and one-half.

D. If an employee, for reasons of his or her own (except for an illness for which the Employer can require medical certification) has not worked his or her full scheduled work week although the Employer has made work available to the employee, then, when requested by the Employer to work on the sixth (6th) consecutive day or the employee's regular day off, he or she shall do so at the regular straight time rate of pay.

E. A meal period of not less than thirty (30) minutes nor more than one (1) hour on the employee's own time shall be established at approximately midpoint of each shift.

F. All employees instructed to report for work and who do report Monday through Sunday shall be guaranteed four (4) hours of work or pay for same. However, if due to circumstances beyond the Employer's control, such as plant breakdown, power failure, floods, etc., no work is performed by the employee, then the employee shall receive only two (2) hours straight time pay as "Show Up Pay," except that if the shutdown is due to energy crises problems, the Employer shall be obligated to pay only for actual hours worked.

#### **SECTION 4. INTERMITTENT PERIODS OF WORK**

There shall be no intermittent periods of unemployment during any one day, except for breakdown. In cases 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 ready, they shall be paid from the time they are ordered to work until actual work begins.

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.

#### **SECTION 5. OVERTIME**

Overtime at the rate of one and one-half times the regular straight time rate of pay shall be paid to all employees covered by this Agreement under the following conditions:

- A. For all work performed in excess of eight (8) hours on any one shift.

B. For all work performed in excess of forty (40) hours in any one week.

C. For any work performed in excess of five (5) consecutive hours without any opportunity being given to the employee to eat lunch.

D. For all work performed on the sixth (6th) consecutive day, except as noted in paragraph (C) or (D) of Section 3 above.

Overtime at the rate of two (2) times the regular straight time rate of pay shall be paid to all employees covered by this Agreement if they perform work on the seventh (7th) consecutive day.

E. In the event the Employer wants the employees to work overtime, the employees will be given notice before lunch that overtime is to be worked. In the event the Employer wants employees to work on a Saturday, the employees shall be notified before the end of work on Thursday. In the event the Employer wants employees to work on a paid holiday, the employees shall be notified before the end of work on the day preceding the day before the holiday. If the Employer complies with the notice requirements to this paragraph and an employee does not work, said employee shall be subject to disciplinary action. However, if the Employer does not comply with the notice provisions of this paragraph and employee does not work, the employee shall not be subject to any disciplinary action.

The Union will provide the Production Manager a list of employees by seniority every January 1st and July 1st, who desire to work additional hours when work is available and being performed by less senior employees. The Company will make a reasonable effort to accommodate the employees on the list. If any employee on the list refuses to accept the work assigned three (3) times, the employee will be taken off the list. Productivity standards will apply. Departments to be excluded due to special skills are: Washroom and Dryers, press and garment department (except tunnel), mending, tie-out.

## **SECTION 6. WAGES**

A. All employees covered by this Agreement shall be paid at not less than the scale of wages shown in Schedule "A" attached hereto and made a part hereof.

B. Wages shall be computed on an hourly basis and shall be paid not later than quitting time of the last working day of the week following the week in which the work was performed.

C. No employee shall suffer a reduction in wages through the adoption of this Agreement.

D. An employee temporarily changed from a higher paid job classification to a lower paid job classification, or vice versa, shall be paid at the rate of the higher classification during the day in which the change from one classification to another takes place.

E. Bargaining unit employees required to work on new types of equipment or new processing techniques not currently subject to this Agreement, but of a similar nature, shall be included in the bargaining unit. A representative of the Union and the Employer will meet to establish a rate for such work.

## **SECTION 7. HOLIDAYS**

A. The following holidays shall be recognized as paid holidays and paid for at eight (8) times the employee's straight time hourly rate, regardless of the day of the week on which they fall: NEW YEAR'S DAY, MEMORIAL DAY (the fourth Monday of May) FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS.

In addition, after completion of one (1) year of service the employee will be eligible for two (2) Floating Holidays, which shall be bid as provided for in Article 8 B.

B. However, the above holidays shall be paid provided the employee qualifies under the following conditions:

1. The employee has been a member of the bargaining unit and worked the first day in the calendar month in which the holiday falls.

2. Newly hired employees must have worked for the Employer for the thirty (30) day period immediately preceding the Holiday. This sub-section shall not apply to employees transferring within the bargaining unit.

3. The employee shall have worked, if required by the Employer, all the hours scheduled for work during the week in which a paid holiday occurs and his regularly scheduled day prior to the holiday and following the holiday. This requirement is not necessary to be eligible for the Floating holidays.

C. No work shall be performed on NEW YEAR'S DAY, THANKSGIVING DAY, and CHRISTMAS DAY. Employees may work on LABOR DAY on a voluntary basis if requested to do so by the Employer, in which event they shall receive double their straight time rate of pay for all hours worked in addition to holiday pay if eligible for same in accordance with 7 (B) above.

D If business conditions permit and at management's discretion, the Thanksgiving Holiday may be observed on the Friday after the holiday. The employees waive holiday pay for work performed on Thanksgiving Day.

E. If work is scheduled on MEMORIAL DAY or the FOURTH OF JULY, and the employee is ordered to report on these days and fails (except for an illness for which the Employer can require medical certification) or refuses to report for work on these days, then the Employer shall not be required to pay the employee for those holidays when no work is performed. However, if on the Friday before the holidays, the Monday after the holidays, not to include the Monday following a Monday holiday, or during the holiday weeks, a regular employee is off from work because of bona fide sickness, or other reasons approved by the Employer, then said employee should be paid for the holidays.

F. When an employee has qualified for paid holidays as set forth above, and when work is performed on these holidays, the employee shall be paid time and one-half (1-1/2) the regular straight time rate of pay for such hours as are worked plus eight (8) hours pay for the holidays

as provided for above, and the employee shall be paid at the rate of two and one-half (2-1 /2) times the regular straight time rate of pay for all work performed in excess of eight (8) hours on those holidays.

G. Where an employee has not qualified for pay on holidays as set forth immediately above, and where the employee is required to work on any of these holidays, he or she shall be paid at the rate of two (2) times the regular straight time rate of pay for such time as the employee may work.

H. It is agreed that in cases of emergency or Acts of God, the premium rates referred to in subsections (E) and (F) above shall be reduced by one-half the straight time rate of pay. As used in the subsection, the "emergency" shall be understood to mean an event or occurrence beyond the control of the Employer which affects an entire department or plant (not a single piece of equipment)

I. When any of the above-named paid holidays falls on the seventh (7th) consecutive day, the following day shall be observed as the paid holiday.

## **SECTION 8. VACATIONS**

A. All employees covered by this Agreement who have been employed by a single Employer for one (1) year or more shall be entitled to a vacation annually with pay provided:

1. Employees must have worked not less than fifteen hundred (1500) hours in the first year of employment (paid holidays and vacation time shall count as time worked for the purposes of qualifying under the foregoing sentence.) A year of employment shall be the twelve (12) months dating from the day the employee first entered upon his employment or re-entered after a lapse of employment.

2. For those employees who have worked one (1) year or more but less than three (3) years, the vacation shall be equal in length to one (1) week, i.e. forty (40) hours.

For those employees who have worked three (3) or more years, the vacation shall be equal in length to two (2) weeks, i.e. eighty (80) hours.

For those employees who have worked nine (9) or more years, the vacation shall be equal in length to three (3) weeks, i.e. one hundred and twenty (120) hours.

For those employees who have worked fifteen (15) or more years, the vacation shall be equal in length to four (4) weeks, i.e. one hundred and sixty (160) hours

The above hours shall be granted on an anniversary year in accordance with the employee's date of seniority. In addition, the employee will still receive the above hours provided they are not absent for more than thirty-one (31) days in the preceding year. If employees miss more than thirty-one (31) days, vacations and paid holidays excepted, then vacation pay shall be prorated based on total straight time hours worked and paid for.



For those employees who have worked twenty (20) or more years, the employee shall be entitled to a paid floating holiday to be taken at a mutually convenient time during the employment year.

3. The rate of pay shall be the employee's straight time rate of pay at the time of taking the vacation or, if the employee has been transferred from one job to another carrying different rates of pay in the ninety (90) day period immediately preceding the date of taking the vacation, the employee's rate of pay shall be the average straight time rate of pay of that employee during the said ninety (90) day period.

B. Pay in lieu of vacations shall not be granted without mutual consent of the Union and the Employer. The Employer shall post a vacation bidding sheet on or before November 1<sup>st</sup> or each year. Vacations shall be bid by plant seniority. Vacation hours accrued but unused at the time the vacation is scheduled in November may be bid for anytime during the coming year. Vacation time for the coming year that will not be accrued until after bidding has ended can be bid only to be taken on dates that occur after the vacation time has accrued. Employees must state their preference for vacation by November 15. Employees must state their preference for the Floating Holidays from November 16<sup>th</sup> through December 1<sup>st</sup>. Employees that do not schedule their vacation and floating holidays during this period shall lose their seniority preference. Any earned vacation time not bid during November may be taken on a first-come, first-served basis during available weeks. Any change in the vacation schedule as posted must be made with the Employer's consent.

C. In case of severance of employment, employees shall be paid all available vacation, plus prorated vacation since last anniversary date.

D. If the Employer instructs or agrees for an employee to take his or her vacation at such time that one of the paid holidays provided for herein should occur during that vacation, then the Employer shall pay to that employee the amount due for the paid holiday in addition to the vacation allowance. However, if the employee demands the vacation at such time that one of the paid holidays provided for herein occurs during such vacation period, and the Employer consents, then the employee will not be entitled to pay for that holiday.

## **SECTION 9. UNION REPRESENTATION**

A. The President and/or the Business Representative and any duly authorized officer of the Union shall be allowed to visit the Employer's plant at any time during work hours; however, he must notify the office of his intent to enter the plant and shall have access to time cards and paychecks for work performed by any member of the Union. Such visits shall not interfere with production.

B. It is agreed that the Union may select, not to exceed three (3) employees, in any plant to be duly accredited representatives of the Union and to be known as Shop Stewards. The Employer shall be given written notice of the names of said Stewards. Stewards shall not be discriminated against for any activities in or representing the Union.

C New Hire Orientation. The Employer agrees to arrange with the Union for all newly hired bargaining unit members to attend an orientation meeting on Company time and on premises, not to exceed thirty (30) minutes on an as needed basis but not more than once per month.

## **SECTION 10. SENIORITY**

A. In the event of layoffs because of lack of work or in rehiring of employees laid off, the following factors shall be considered:

1. Ability to perform work.
2. Physical fitness.
3. Length of service with the Company and department.

If, as between two employees, factors one and two above are relatively equal, then factor number three shall govern the laying off and rehiring. The determination of factors one and two rest solely with the employer, subject to the grievance procedure.

B. Seniority shall be terminated by any of the following items:

1. Resignation;
2. Discharge;
3. Failure to report on recall from layoff within four days of notice sent by return-receipt-requested certified mail to the employee's last address;
4. Absence from work for more than three (3) consecutive days without notification to the Employer, unless the employee cannot notify the Employer because he/she is incapacitated by medical emergency.
5. Layoff in excess of thirty (30) days for any employee with less than one year of service
6. Layoff in excess of one hundred twenty (120) days for any employee with over one year of service.
7. Layoff in excess of two hundred forty (240) days for any employee with more than five (5) years of service.

C. No employee with more than ninety(90) days of employment will lose seniority because of absence due to sickness, if said absence is not in excess of 180 calendar days, provided said employee returns to work within seven (7) calendar days after receiving a doctor's full duty release to work. The Employer must return the employee to work within seven (7) calendar days after he has been notified by the employee that said employee has been released to work without restrictions by a doctor.

D. The first 90 days of employment shall be considered a probationary period during which time the employee shall not gain seniority and may be subject to discharge without recourse. Upon completion of ninety (90) days of employment, the employee's seniority date will be the initial date of hire.

E. A seniority list including name, address, job title and current rate of pay shall be furnished to the Union each year for the purpose of maintaining clear record of all employees.

F. Whenever a job opening occurs in a classification covered by this Agreement, the Employer shall extend the opportunity of promotion to all employees by posting the open position. Employees shall have three (3) working days from the day of job posting to indicate interest in the position. These notices shall be posted conspicuously.

#### **SECTION 11. SICK LEAVE**

A. 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 twenty (20) days. 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.

#### **SECTION 12. LEAVES OF ABSENCE**

A. The Employer and the Union agree to comply with the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

B. The Employer shall grant employees excused absences where given one week's prior notice to attend any appointments scheduled by the TIN 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 the family relationship.

C. The Employer shall not unreasonably deny leaves of absence for union business provided that such leave is requested for no more than one employee at any one time, and provided that each such leave is for a duration of no more than 5 working days, and provided that notice is given at least 7 days prior to the first day of the absence, and provided that the total number of days for all employees is no more than 20 days in a calendar year. For example, 4 employees may take 5 days each and then no more leave will be granted until the next calendar year.

D. The Employer will comply with all federal and state laws and regulations.

#### **SECTION 13. BEREAVEMENT LEAVE**

In the event of a death in an employee's immediate family (the immediate family shall be restricted to father, mother, brother, sister, spouse, registered domestic partner, child, adopted children, mother-in-law, father-in-law, grandparents, and grandchildren), he or she shall, upon request, be granted such time with three (3) days pay to mourn the loss of the family member, not to exceed three (3) regularly scheduled working days within the State of California and not exceed five (5) regularly scheduled working days outside the State of California. If extended travel is necessary, the employee may request unpaid leave.

#### **SECTION 14. INCENTIVE PAY**

In the event the Employer should desire to install a wage incentive, piece rate, or other bonus system of payment or standards, such method of payment must guarantee to each worker hourly earnings not less than those shown in the wage schedules attached hereto and such plan of payment shall be installed only after providing not less than fifteen (15) days advance notice thereof to the Union.

#### **SECTION 15. DISCRIMINATION**

The parties to this Agreement agree that there shall be no discrimination against any employee or any applicant for employment because of race, color, religion, sex, age, or national origin, or any other class protected by state or federal law or regulation. This obligation not to discriminate includes, but is not limited to: Hiring, placement, upgrading, transfer or demotion; recruitment, advertising or solicitation for employment; training during employment; rates of pay or other forms of compensation; selection for training, and layoff or termination.

#### **SECTION 16. CHARITY**

The Union shall and hereby agrees to conduct and handle any and all campaigns and drives for charitable purposes among its membership in such instances as it deems advisable, but in no event shall the Employer carry on any charitable campaign among the employees without the approval of the Union.

#### **SECTION 17. UNIFORMS**

If the Employer requires an employee to wear a uniform or a specific type of clothing then the Employer shall furnish such garments and launder or clean the same without cost to the employee.

#### **SECTION 18. WORKING RULES**

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. Such rules and regulations shall be posted by the Employer on a bulletin board, located in such a position that all employees may become familiar with such regulations; or in writing and signed by the employee. Any changes to the rules and regulations will be posted for a period of not less than fifteen (15) days prior to the effective date of the proposed change. The Union will be notified of any changes to the rules and regulations. This notification shall not waive or limit management's rights as referred to in Section 32.

#### **SECTION 19. BULLETIN BOARDS**

It is agreed that suitable bulletin boards will be installed by the Employer near the time clock or another appropriate place. These bulletin boards are also for the use of the Union in posting notices and other official Union matter.

## **SECTION 20. TIME RECORDS**

A. Time records shall be maintained by the Employer for all employees for the purpose of recording time worked. These records shall show the actual time the employment begins and ends each day, as well as the time out for meal periods, the hours worked in each day, and the total hours worked for the pay period.

B. Time clocks with suitable timecards or other adequate timekeeping records shall be provided by the Employer.

C. Where time clocks are installed and the timecards are to be punched, they must be punched by each individual employee in accordance with the Employer's instructions.

D. Where an incentive plan is in operation, the Employer shall provide the employee with a record of his or her productivity for the day if the plan is upon a daily basis, or for the week if it is upon a weekly basis.

These records may be furnished to the employee by means of a bulletin board or individual reports.

E. All records showing hours of employment, starting and quitting time, and records of productivity where an incentive plan of compensation is in effect shall be made available to the accredited representative of the Union when requested by the Union during regular business hours.

F. The Employer shall furnish or make available to the Union representative a suitable place for the purpose of inspecting such records, and such records shall not be removed from the business establishment of the Employer.

## **SECTION 21. HEALTH INSURANCE PLAN**

A. The employees will be covered by the Alsco Production Plus Plan. The Employer will contribute to the Alsco Production Plus Plan for health, dental, vision, prescription drugs and life insurance for each eligible employee. Employees will have an option to purchase coverage for dependents.

B. An eligible employee is one who is on the payroll of the Employer on the first day of each calendar month, provided, however, that where new employees are hired who are not members of the bargaining unit, the first payment due shall be on the first day of the first calendar month following the employee's first ninety (90) calendar days of employment.

C. The Employer will pay increases to the insurance up to six (6%) percent per year.

January 1, 2020 (\$511.00)

January 1, 2021 (\$542.00)

January 1, 2022 (\$574.00)

January 1, 2023 (\$609.00)

Any increase above six (6%) percent will be shared 50/50 with the Employer and the employee.

## **SECTION 22. RETIREMENT PLAN**

A. The Employer shall contribute to the National Retirement Fund, National Plan, on or before the tenth 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 as follows:

|                    |           |
|--------------------|-----------|
| Effective 6/1/2020 | \$ 109.42 |
| Effective 6/1/2021 | \$ 114.40 |
| Effective 6/1/2022 | \$ 119.61 |
| Effective 6/1/2023 | \$ 125.06 |

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

C. Effective October 1, 2005 or as soon as practicable, the Employer agrees to deduct every month through pay roll deduction an amount set by the employees who wish to participate in the 401 K UNITE Workers Pension Fund.

## **SECTION 23. GRIEVANCE PROCEDURE**

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

Step 1: The aggrieved employee and/or employee's steward or union representative shall discuss the matter with the employee's immediate supervisor within fifteen (15) working days from the time on which the action being grieved is known, or should have been known, to the aggrieved employee, or the right to proceed is lost. Such supervisor shall have three (3) working days in which to give their answer. If the grievance is with the direct supervisor, then the employee or union representative shall discuss the matter with the next supervisor or manager, up to the General Manager. If the grievance is not satisfactorily disposed of, then;

In the event of a discharge case grievance, such notice must be served within ten (10) working days from the date of discharge or the right to pursue such grievance is lost.

Step 2: The grievance shall be reduced to writing, presented and discussed with the designated representative of the employer, within five (5) working days from the Company's answer in step 1. The company shall have five (5) working days in which to give their answer. If the grievance is not satisfactorily disposed of, then;

Step 3: The written grievance shall be considered at a meeting between representatives of the Union and company upon written request within five (5) working days from the answer in Step 2. The company shall advise the Union of the answer, in writing, within 10 working days after the meeting. If the grievance is not satisfactorily disposed of then;

Step 4: At the request of either party, within 10 days after disposition of step 3, the matter may be referred to a board of adjustment provided both parties agree. Any grievance submitted later than outlined in the above sections shall not be considered. A board of adjustment shall be appointed consisting of two (2) representatives of each contracting party. This board shall meet for consideration of all matters submitted to it as promptly as possible.

B. If, within forty-eight (48) hours, this Board cannot agree on a question referred to it, or after the unsuccessful conclusion of Step 3 where a Board is not utilized, the matter may be referred to arbitration upon written notice to do so within five (5) days. The parties shall choose an Arbitrator by alternatively striking names from a panel of nine FMCS arbitrators. The selected arbitrator shall hold a hearing and shall give a decision in writing. Such decision will be binding upon all parties when notified. Any expenses incurred in holding the arbitration will be divided equally between the parties. The Arbitrator shall have no authority to alter, add to or go outside the terms of this Agreement, or to decide any question not presented to him or her by the Parties.

C. Failure to comply with any time limitations set forth in this Section shall be deemed a waiver of the grievance.

D. Pending decision of any question referred to the Board or to arbitration, work shall be continued in accordance with the provisions of this Agreement.

## **SECTION 24. COMPANY REASONABLE RULES AND REGULATIONS**

The Company and all employees recognize their obligations and responsibilities to contribute to a safe, drug free and healthful working environment for everyone. In addition, the parties recognize this obligation to cooperate in maintaining and improving a safe and healthful working environment and to use their best efforts jointly to achieve these objectives. Therefore, the right of the Company to make reasonable rules and regulations, not in conflict with Agreement, as it may from time to time deem best for the purpose of maintaining safe, drug free and/or effective operations of its plant, and after fifteen days (15) advance notice to the Union and the employees to require compliance therewith by the employees, is recognized.

## **SECTION 25. WARNING NOTICE**

No employee shall be discharged for poor production without having previously received appropriate progressive discipline in a three-step process: written notice, suspension, and termination, provided the employee has received appropriate verbal counseling before such written notice, and provided that the suspension may be replaced by a second warning. If a suspension occurs, a meeting of the Union or Shop Steward the company, and the employee must take place. Such progressive discipline shall not be required where the cause for discipline is due to conduct such as dishonesty, workplace violence or harassment, insubordination, drunkenness, theft, malicious mischief or similar acts.

A copy of all warning notices shall be forwarded to the Union within ten (10) business days.

## **SECTION 26. SUCCESSORS**

This Agreement shall be binding on both parties, their successors and assigns. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, transfer, lease or assignment.

## **SECTION 27. SAVINGS CLAUSE**

In the event any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

## **SECTION 28. STRIKES**

During the period covered by this Agreement, the Employer shall not lockout employees, members of the Union, and the Union shall not cause or sanction strikes or picketing of any plant then operating under and following this Agreement. Should picketing be occasioned by persons or organizations other than the Union, party to this Agreement, employees, members of the Union, shall not refuse to cross such picket lines unless said picketing has been officially and specifically endorsed and approved by the Executive Board of the Union.

## **SECTION 29. BREAK PERIOD**

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 their day's work between the fourth and sixth hour, they 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, they 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 that work in the Soil Department will have an additional three (3) minutes wash up time before each break, prior to lunch and at the end of the shift.

## **SECTION 30. COURTESY, RESPECT AND DIGNITY**

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



## **SECTION 31. ETHNIC AND CULTURAL DIVERSITY**

A. The employer agrees to distribute information regarding available ESL programs to the employees and may provide space on the bulletin board to that end.

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

## **SECTION 32. MANAGEMENT PEROGATIVES**

The Employer shall have the right to exercise the usual functions, duties and responsibilities of management, without interference or hindrance by the Union, except as are expressly limited by the terms of this Agreement. Without limiting the generality of the foregoing, the authority to create and abolish jobs, to assign work, to hire employees, to direct, adjust, increase and decrease the working force, to remove employees, and to maintain discipline shall be vested in the management.

## **SECTION 33. PRODUCTIVITY**

The Union recognizes that continuing large scale employment at a fair wage can continue only as long as a high level of productivity is maintained within the Employer's operation. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Union shall undertake to encourage its members in the attainment of this objective. Increased productivity can be achieved by reducing damage, good care of tools and equipment, a minimum amount of wasted time, careful and economical use of supplies, and in general, a positive attitude by each employee. Efficiency of production requires cooperative effort towards finding easier, better, and faster ways of performing operations and the ready acceptance of higher productivity based due to improvement in operations or methods.

## **SECTION 34. WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **SECTION 35. HEALTH AND SAFETY**

A. The Employer shall make reasonable provisions to assure the safety and health of its employees during their hours of work. Both the Union and the Employer recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tag-out, and blood-borne pathogens. Employee shall be provided with applicable safety and health information.

B. The Employer shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage, loss or theft due to negligent actions by the employee.

C. The Employer shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups to allow easy access by employees for frequent drinking. The Employer shall take all reasonable measure to review reducing heat exposure including exhaust ventilation, fans, coverage of steam and other hot equipment, and will consider any recommendations provided by the Safety and Health Committee.

D. Restrooms shall include appropriate lighting and mirrors and will be stocked with toilet paper, towels, and soap. The restrooms will be kept free of clutter and maintained in a sanitary condition. The rest rooms 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. Protective equipment for employees with potential occupational exposure, such as skin contact, to blood or other 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 employee's clothes, skin, eyes, or mouth, under normal conditions of use. The Employer shall replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage, loss, theft 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.

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

G. All injuries no matter how minor must be reported by the employee to the production manager, assistant production manager, or office manager, immediately upon occurrence.

H. A joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, including three (3) members of the bargaining unit selected by the Union. Provided that no more than one (1) employee will be chosen from any one department. The committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout

the facility. The General Manager or his/her designee will coordinate the meeting of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. Additionally, members 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.

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

### **SECTION 36. LITIGATION**

A. In the event any action at law or equity is required to enforce this Agreement or any provision thereof, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs or suit.

B. The parties further stipulate that this Agreement has been entered into in the County of Sacramento and any litigation involving said Agreement or arising out of said Agreement shall be brought in the United States District Court for said County of Sacramento.

### **SECTION 37. PROPERTY SERVICE CIVIC ENGAGEMENT FUND**

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

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

**SECTION 38. TERM OF AGREEMENT**

This Agreement shall be effective October 1, 2020 and shall remain in full force and effect until September 30, 2023, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of their desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to September 30, 2023. If such notice is not given, then this Agreement is to stand as renewed for the following year.

IN WITNESS WHEREOF, the parties hereto have set their hands to be effective the day and year first above written.

**ALSCO SACRAMENTO**

By:   
\_\_\_\_\_  
Mark P. Kotsios      10/8/20  
General Manager

**WESTERN STATES REGIONAL JOINT BOARD LOCAL 75**

By:   
\_\_\_\_\_  
Maria Rivera      10/8/2020  
Regional Manager

## SCHEDULE A

### Wage Rates

#### CLASSIFICATION:

|  | 10/1/2020 | 01/1/2021 | 10/1/2021 | 01/1/2022 | 10/1/2022 |
|--|-----------|-----------|-----------|-----------|-----------|
| <b>Group 1:</b>                                  | + .25     | + .25     | + .35     | + .35     | + .23     |
| Flatwork, Soil, Tunnel Operator                  | \$14.12   | \$14.37   | \$14.72   | \$15.07   | \$15.30   |
| <b>Group 2:</b>                                  |           |           |           |           |           |
| Janitor, Load Builders, Tie-out                  | \$14.17   | \$14.42   | \$14.77   | \$15.12   | \$15.35   |
| <b>Group 3</b>                                   |           |           |           |           |           |
| Washer Helper (loader/puller), Tumbler Operator. | \$14.57   | \$14.82   | \$15.17   | \$15.52   | \$15.75   |
| <b>Group 4:</b>                                  |           |           |           |           |           |
| Head Washer                                      | \$14.87   | \$15.12   | \$15.47   | \$15.82   | \$16.05   |

The Company will comply with the California Minimum Wage.

In addition to the above, it is agreed and understood the "lead" persons shall receive at least ten percent (10%) above the classification rate that they "lead". However, during these transitional years they will have their hourly rate increased "across the board" as set forth above.