

AGREEMENT
BETWEEN
ALSCO INC.
SAN DIEGO, CALIFORNIA

and

WORKERS UNITED
WESTERN STATES REGIONAL JOINT
BOARD

LOCAL 52

November 14, 2020 through November 13, 2023

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This Agreement, made and entered into this 14th day of November, 2020, by and between ALSCO Inc., 705 W. Grape Street, San Diego, California, 92101, Party of the First Part, hereinafter referred to as the "Employer" or "Company", and Workers United, Western States Regional Joint Board, Local 52, Party of the Second Part, hereinafter referred to as the "Union".

SECTION 1. UNION MEMBERSHIP

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or after the 31st day following the effective 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 covered by this Agreement and hired on or after its effective date shall, on or after the 31st day following the beginning of such employment with the Employer, become and remain members in good standing of the Union.

B. Whenever the Employer requires additional employees for work covered by this Agreement, he shall notify the Union. The Employer may then select between applicants obtained from any source based upon their relative skill and qualifications, and membership or non-membership in the Union shall not be considered in their hiring.

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.

C. Selection by the Union of applicants for nomination for employment by the Employer, and employment by the Employer, shall be on a non-discriminatory basis, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

D. Whenever the Employer hires or rehires any person for work covered by this Agreement, the Employer shall notify the Union in writing within one week, and any person hired or rehired, not a member of the Union shall make application for membership in the Union.

SECTION 2. PROBATIONARY PERIOD

All newly hired employees shall be considered as probationary employees for their first sixty (60) working days. During an employee's probationary period, the Employer may discipline, discharge, lay off, or transfer him/her without cause and such action by the Employer shall be within his sole exclusive discretion, and shall not be subject to the grievance and arbitrations provisions of this Agreement. The probationary period may be extended to ninety (90) working days by mutual consent of the Employer and the Union. The Union's consent shall not be unreasonably withheld.

The Employer will permit all newly hired bargaining unit member to attend a Union orientation on company time and premises for no more than twenty (20) minutes within two (2) weeks of each new employee's date of hire.

SECTION 3. JURISDICTION

A. The Employer recognizes the Union as the sole collective bargaining agent for all production employees of the Employer at 705 Grape Street, San Diego, California, in the classifications herein set forth, and the provisions of this Agreement shall apply to all such production employees. The term "production employees" as used herein, does not include supervisors, superintendents, office employees, engineers, 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. If the company purchases or leases or otherwise takes control of an existing operation and decides to integrate operations by transferring production and/or employees between facilities in San Diego County, this Agreement will extend to the purchase facility.

The word "employee" in this Agreement includes both male and female, and all references to the masculine gender include the female gender.

B. The Employer further agrees that no individual agreement with any employee covered hereby shall supersede any of the provisions of this Agreement. The Employer further agrees not to enter into any such individual agreement pertaining to hours, wages or conditions of labor with any employee, member of the Union, before such agreement has been approved by the Union.

SECTION 4. SANITATION, SAFETY, VENTILATION AND DRESSING FACILITIES

The employer agrees to observe all State and local laws with regard to toilets, sanitation, safety, ventilation and other working conditions. The Employer shall provide adequate facilities for dressing purposes, which facilities shall be comfortable and sanitary.

A. A first-aid kit shall be kept on hand at all times, with full supplies for use by the employees.

SECTION 5. HEALTH AND SAFETY

A. General

The Company shall make reasonable provisions to ensure the safety and health of its employees during their hours of work. All Company employees shall fully comply with such reasonable rules, regulations and practices, as may be necessary to provide safe, sanitary and healthful working conditions, and the Union agrees to cooperate with the Company to ensure that all bargaining unit members do so.

Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines which will be observed including those addressing hazard communications, lockout/tag out and blood borne pathogens. Employees shall be provided with applicable safety and health information.

B. Protective Equipment

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

C. Protection from Heat Stress

The Company 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 Company shall take all reasonable measures 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. Sanitation

Restrooms shall include appropriate lighting, mirrors, floor mats 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 temporary closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.

E. Protection from Blood Borne Pathogens

(a) Protective equipment for employees with potential occupational exposure such as skin contact to blood or other potentially infectious materials, the Company shall provide appropriate personal protective equipment. This shall include, but is not limited to, gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious material to pass through the employee's clothes, or reach the skin, eyes or mouth, under normal conditions of use. The Company 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, loss or theft due to negligent actions by the employee. Disposal (single use) gloves such as surgical or examination gloves shall be replaced as soon as practical when contaminated or as soon as feasible if torn, punctured or when their ability to function as a barrier is compromised.

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

F. On the Job Injury

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. The failure to do so may result in the employee being disciplined by the company.

G. A Joint Safety and Health Committee ("Committee") will be established by the Company and the Union, including up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Company. The committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Plant Safety Officer 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 Company will consider all the recommendations from the committee in good faith.

H. 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.

SECTION 6. UNIFORMS

A. The Employer agrees to furnish, without cost to the employee, any uniform or wearing apparel designated by him for employees to wear during their hours on duty.

B. The Employer further agrees to launder and/or clean all parts of such designated uniform worn by employees while on duty.

SECTION 7. WORK RULES

A. All rules, practices, policies and procedures for the conduct of business such as the Employer shall consider necessary and proper, which do not conflict with the express terms of this Agreement, shall remain in effect and be observed by all employees. Such rules and regulations shall be posted by the Employer or they may be issued to employees in the form of a manual.

B. Employer shall post any work rule changes or new work rules and also notify and provide a copy to the Union's Los Angeles office, at least ten (10) business days prior to implementation. The failure to do so by the Employer shall not invalidate the work rule. However, no employee shall be subject to discipline for violating a new or changed work rule if not posted at least ten (10) business days prior to implementation.

SECTION 8. MANAGEMENT RIGHTS

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 its plant and equipment; 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 of the effective date of this Agreement the Company will, notify the Union and be available to discuss if the Union requests to do so.

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 9. EMPLOYEES' DONATIONS

Donations or contributions, charitable or otherwise, shall be voluntary, and contributions shall be mutually agreed to by the Employer and the Union.

The Employer agrees to deduct and pay by check to Workers United Western States Regional Joint Board, SEIU Local 52 Property Service Civic Engagement Fund (PSCEF), the amount specified for each week worked from wages of those employees who voluntarily authorized such deductions. Payroll deductions shall be made for the first payroll period of each month for employees making a contribution and shall be mailed out by check to the Union by the end of the 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 10. INSPECTION OF RECORDS

A. Should a controversy arise concerning wages, hours or other compensation between the employee and the Employer, the Employer hereby agrees to submit all necessary records of the case in controversy to an authorized representative of the Union for verification, and any or all such records shall not be taken from the premises of the Employer.

B. Where a specific complaint is registered concerning wages, hours and other compensation, the Union shall request and the Employer shall grant the use of all necessary records for verification.

C. Such verification shall be made by the representative of the Union during working hours, at a time agreed upon by the Union and the Employer, after notice by the Union that such verification is requested. The records shall be made available to the representative of the Union at least five (5) working days after receipt of the request.

D. The Employer shall provide the Union with a list of employees for any specified date upon request by the Union.

E. A representative of the Union shall have access to the plant for the purpose of investigating conditions therein, under the terms of this Agreement, and to adjust any grievances or complaints

therein. Before entering the plant, such representative must call to the office and contact the Plant Manager.

Conferences between the Union representatives and the employee or employees shall be so conducted that there shall be no interference with, or interruptions of, the Employer's production.

If the Union representative intends to speak with management about a special matter, the representative will call the General Manager. If the General Manager is unavailable and an unacceptable delay would be required based on the urgent nature of the matter, the Union representative will contact the Plant Manager.

SECTION 11. DUES DEDUCTIONS

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.

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.

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 for Union dues 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 12. BULLETIN BOARD

The Employer agrees to provide a separate bulletin board for the use of the Union. The bulletin board shall be at least two (2) feet by three (3) feet and shall be placed in a convenient place to all members.

SECTION 13. SUCCESSORS

A. The parties agree that in the event the ownership or management of the Employer's business, or company or corporate stock, is changed by sale, merger, or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the Agreement of the successor company, applicable to the particular plant thus sold, merged or transferred.

B. The Employer shall require any such successor in interest to accept this Agreement and this particular provision, fully and without reservation, by signature hereto, or by signature on a separate

document, a copy of which, signed by the Employer and such successor, and shall be filed with the Union immediately after signature.

C. The Union likewise binds itself to hold this Agreement in force to its termination, and agrees that no part of this Agreement shall be assigned by it to any other labor organization, without the consent of the parties hereto.

SECTION 14. WORKING HOURS AND OVERTIME

A. The standard straight-time work week shall be forty (40) hours, excluding the lunch period, Monday through Saturday, to be worked as follows: (1) In five (5) days of eight (8) hours each, or (2) In four (4) days of ten (10) hours each.

B. Employers who schedule work and actually work six (6) days per week, Monday through Saturday may schedule employees to work five (5) non-consecutive workdays. The work schedules must be posted by Thursday for the following week and will be modified as little as possible and, where compatible with company requirements and worker ability, the employees' seniority will be taken into account.

C. Time worked in excess of eight (8) hours per day or forty (40) hours per week, Monday through Saturday, or on the sixth (6th) and seventh (7th) consecutive work day for those employees who are working a five (5) day work week, and on the fifth (5th), sixth (6th) and seventh (7th) consecutive day of the calendar work week for those employees who are working four (4) days, shall be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay.

D. If an employee, for reasons of his or her own (except for a bona fide illness) 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) (or fifth (5th) for employees on a 4 x 10 shift) consecutive day or the employee's regular day off, he or she shall do so at the regular straight time rate of pay.

E. All employees shall be guaranteed a minimum of thirty-six (36) hours per week of work during non-holiday weeks. During work week in which there is a paid holiday, all employees shall be guaranteed a minimum of thirty (30) hours of work for hours worked Monday through Friday. A paid holiday does not constitute hours worked for purposes of calculating overtime. Saturday is a regular workday during any week in which there is a paid holiday.

F. In the event the Employer requires the employees to work overtime, they will be given as much notice as possible by the Employer but in no event less than three (3) hours. In cases of an actual emergency such as occasional late customer orders, equipment failure or break down advance notice need not be given.

G. No employee shall be required to work more than six (6) consecutive days without a day off, except in an emergency.

SECTION 15. TIME RECORDS

- A. Time records will be maintained by the Employer for all employees for the purpose of recording time worked. The records will show the actual time the employment begins and ends each day, the total hours worked for the day, unpaid meal periods and the total hours for the pay period.
- B. Time clocks or other adequate time recording devices will be maintained by the Employer for the purpose of recording, upon the timecards, the actual hours worked by the employees.
- C. Where an incentive plan is in operation, the Employer shall provide the employee with a record of his productivity for the day if on a daily basis, and weekly if on a weekly basis. Records provided to the employee may be by bulletin boards or to the individual, and all records shall be available for the Union inspection at all business hours.
- D. All records, including, time records and production records used to determine the amount of pay, shall be stored electronically by the Employer for at least four (4) years.
- E. The Employer must keep records of written excuses provided by employees which are accepted by the Employer to excuse illnesses and other absences in compliance with any records retention laws and where no such law applies then for a period of not less than thirty (30) days, and if the Employer fails to do so he may not rely upon absences for denial of vacation or other rights hereunder.

SECTION 16. SHIFTS

- A. The first shift shall begin work not earlier than 4:00 a.m. The second shift shall begin work not earlier than 12:00 noon. The third shift shall begin work at any time between the hours of 5:00 p.m. and 5:00 a.m. (See Section 38-F for wage rates for the second and third shifts.)
- B. The regular start time is subject to temporary change based on prevailing business conditions requiring a different start time.
- C. Employees shall be given ten business days' notice of any permanent change in the scheduled work week based on prevailing business condition requiring a different starting time.

SECTION 17. CALL-IN TIME

- A. All regular employees ordered to work on any not regularly scheduled workday, who report for work on that day, shall receive no less than one-half (1/2) their regularly scheduled work day's pay, but not less than two (2) hours, at the employee's regular hourly rate of pay for that day, except as provided in Section 14 F.

An employee who reports for work on a regularly scheduled work day and who was not officially informed by management not to report on that particular day shall be considered as ordered to work and shall receive no less than four (4) hours' pay at the employee's regular hourly rate of pay.

SECTION 18. REGULAR AND PART-TIME EMPLOYEES

- A. Regular employees are those who are hired and retained in the employ of the Employer in order to conduct the operation of the Employer's business on any shifts. Regular employees are full-time employees and may also include part-time workers regularly engaged.
- B. Regular full-time employees shall receive a full week's work of forty (40) hours when possible, and part-time employees shall not be employed whenever regular workers are available for such work up to said forty (40) hours of work in any one week.
- C. The Employer shall file with the Union each month, with the check off sheet, the names and jobs held by all part-time employees.
- D. The parties recognize the need to allow the Company the freedom to grow or expand its production capacity. In order to achieve this goal and result, the Company may hire employees as part-time employees with limited hours of work and limited benefits. No part-time employees may be employed by the Employer when to do so would prevent any fulltime employee from working his or her regularly scheduled shift. Nor will any outside part-time employee be hired while current employees remain on layoff status with pending recall rights. However, the Company may recall laid off employees to part time positions as the workload increases for a period of not more than three months, then they shall be moved to full-time or laid off. Part-time employees shall not exceed fifteen percent (15%) of the total workforce.
- E. Regular part-time employees shall be covered by all the conditions as set forth in this Agreement for regular full-time employees. Holidays and vacation shall be figured on a prorated basis. When any part-time employee is scheduled for work, and reports for work as scheduled, then he shall be paid for the hours normally worked by him on that day even though no work is performed, provided that the Employer may assign him or her to perform any other bargaining unit work.

SECTION 19. PAYDAY

Wages shall be paid by direct deposit into an employee's account within seven (7) days after the end of the pay period.

SECTION 20. HOLIDAYS

- A. Employer agrees that the following shall be observed as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. In addition, employees shall have two Floating Holidays as provided in subparagraph J below.
- B. Employees working on hourly wage rates and/or incentives, or otherwise, shall be paid for time not worked on any one of the above-named holidays on the basis of eight (8) hours at their regular hourly rate of pay.
- C. When the hours of work on holidays, and Sundays immediately preceding or following a holiday, are less than eight (8) hours, the amount of compensation to be paid to the employees shall be no less than eight (8) hours at two and one-half (2-1/2) times the average earned hourly rate of pay, including holiday pay, regardless of the hours worked, provided, however, that employees who

work on a Sunday immediately preceding or following a holiday for which they are paid holiday pay, and do not work, shall be paid not less than eight (8) hours at one and one-half (1-1/2) times their average earned hourly rate of pay.

D. 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.

E. During the week in which a holiday specified herein occurs, employees voluntarily absent more than three (3) hours within the week shall forfeit the rights and benefits for that particular holiday, except where work is performed on said holiday. Employees shall not lose holiday benefits for excused absences.

F. Regardless of the above, except when an employee is hospitalized, no employee shall receive holiday pay unless he works the workday immediately before and immediately following the holiday.

G. There shall be no work performed in any department on Labor Day.

IL When any of the above-named holidays fall on Sunday, the following Monday shall be observed as the holiday. Employees working on hourly wage rates and/or incentives, or otherwise, shall be paid for this day the same as if it had occurred on any other day of the week.

I. Employees must be on the payroll thirty (30) days prior to a holiday in order to be eligible for holiday pay.

J. Floating Holidays, Employees are entitled to two (2) additional paid holidays each year to be taken as Floating Holidays (i.e. personal days off). The Floating Holidays may be taken at any time upon receiving permission of the Employer and two (2) weeks advanced notice. The Employer shall give a verbal or written response within five (5) business days of the employee's request and permission shall not be unreasonably denied.

Any Floating Holidays not taken by an employee by December 15th of each year shall be paid out to the employee on or before December 31st of that calendar year.

SECTION 21. VACATIONS

A. All employees covered by this Agreement, who have been continuously employed, shall be entitled to a vacation annually, with pay, as follows:

1. For those employees who have worked less than three (3) continuous years, vacation pay shall accrue at the rate of one (1) week (40 hours regular pay) per year.

2. For those employees who have worked three (3) or more continuous years, vacation pay shall accrue at the rate of two (2) weeks (80 hours regular pay) per year.

3. For those employees who have worked eight (8) or more continuous years, vacation pay shall accrue at the rate of three (3) weeks (120 regular hours pay) per year.

4. For those employees who have worked fifteen (15) or more continuous years, vacation pay shall accrue at the rate of four (4) weeks (160 regular hours pay) per year.
- B. Regular employees who are absent from work for more than sixty (60) days in one year shall have their vacation pay prorated based on two thousand eighty (2080) hours of work per year.
- C. Except as provided for in Section 38 A, vacation and sick days shall be counted as time worked for the purpose of computing prorated vacation.
- D. The rate of pay shall be the employee's regular hourly 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.
- E. All employees shall be paid accrued vacation upon termination of employment.
- F. Should the paid vacation week of any employee fall on a holiday week, said employee shall, in addition to his vacation due, receive the additional holiday pay.
- G. In order to exercise seniority rights, vacations must be bid prior to December 1st each year and posted by January 1st. Vacation dates shall be bid according to seniority with the employee having the greater seniority receiving preference. After January 1st, vacation selection will be on a first-come, first-served basis for the unscheduled weeks that remain. The Company shall post the vacation calendar by January 1st each year and will update the calendar throughout the year. If an employee fails to select as set forth above, he/she must give the Employer at least fourteen (14) days' notice prior to the effective date of his/her vacation. Should an employee provide proper notice the Employer will respond to said request within seven (7) calendar days of the date that said request was made. However, those employees who select prior to December 1st shall have preference regardless of their seniority.
- H. Vacations may be taken at any time during the year. Only one (1) employee in the bargaining unit may take a vacation during a holiday week.
- I. No employee shall be entitled to "bump" a less senior employee who has previously been granted scheduled vacation.
- J. The regular vacation period shall be from January 1st through December 31st of the following year; however, by mutual consent of the Employer and the employee, an employee may take his vacation at some other stated time. No employee shall be required to take a vacation during a holiday week. Vacation is capped and stops accruing once an employee's bank of accrued and unused vacation pay equals two times his or her amount of annual leave. Accrued and unused vacation pay shall roll over to the following year up to this limit.
- K. Employees may be granted additional time off, without pay, in conjunction with their earned vacation period. This privilege will be exercised by the Employer in a nondiscriminatory manner and will be determined by customer demand. Once granted, additional time off in conjunction with earned

vacation time off cannot be withdrawn and must be given at the time scheduled on the vacation schedule.

L. Pay in lieu of vacations shall not be granted without permission of the Union and Employer, except when connected with severance.

M. Any employee who has exhausted all of his or her paid sick leave under Section 40 of this Agreement, may use any portion of his or her accrued and unused vacation pay to receive pay for continuation of a personal illness or injury that exceeds the sick leave benefit.

SECTION 22. STEWARDS

It is hereby agreed that the Union may have duly accredited representatives to be known as "Stewards" to be selected by the Union.

There shall be no more than two (2) stewards for each shift. The Union will notify the Company in writing, the names of the persons selected as stewards. It shall be the duty of the stewards to handle through provisions of the grievance procedure such grievances as are referred to them. To accomplish these duties, it is agreed that they will cooperate with management to the fullest extent.

It is further agreed that stewards will, before leaving their regularly assigned work to perform such Union duties as specified herein, secure the permission of their appropriate Supervisor or Plant Manager. Such permission shall not be unreasonably denied.

The Company agrees that there shall be no discrimination against stewards.

SECTION 23. SENIORITY

Definition: Seniority shall be defined as the length of continuous service with the Company. Employees who were employed by National Linen immediately prior to November 2, 2002 shall have their seniority at Grape Street based on a hire date with ALSCO of November 1, 2002. Their seniority relative to other former National Linen employees who are working at the Company's Grape Street or any new location in San Diego County shall be based on length of continuous service with National Linen.

For pay, leave of absence eligibility, funeral leave, time on recall list, and vacation purposes, former National Linen employees will be credited with their length of continuous service at National Linen prior to November 1, 2002. Seniority rights shall be exercised as prescribed for in this article:

A. The seniority of an employee shall accumulate during the course of his employment as prescribed in the following regulations:

1. Each new employee shall have sixty (60) working days probationary period. Discharge of a probationary employee during the probationary period is not a matter for grievance. Upon completion of the probationary period, seniority shall date from the date hired.

2. Any employee reporting for military service of our country shall retain his seniority during his absence in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- B. 1) In the event of a reduction of the working force, the employee within the Classification with the least seniority, shall be cut back first. Any employee being laid off who has sufficient seniority may bump the most junior person in any job for which he or she is qualified.
- 2) In re-employing the working force, it shall be by Classification in accordance with the seniority provisions of this Section, provided the senior employee is qualified to do the work.
- C. Any employee shall lose seniority if he/she:
1. Quits.
 2. Is discharged for just cause.
 3. Is absent for three (3) consecutive work days without notifying his/her supervisor.
 4. Does not return to work after the expiration of a leave of absence or vacation, except for good cause and has promptly notified the Company of such cause.
 5. If laid off for the length of the employee's continuous service but no more than: For employees with less than one (1) year service, six (6) months; for employees with one to five (1-5) years of service, nine (9) months; and for employees with five (5) or more years of service, twelve (12) months.
- D. Employees being recalled from lay-off shall be notified by Certified Mail to their last known address on the Company's records, and the Union shall be notified that the recall letter is being sent. Failure to return from layoff in five (5) working days from the postmark of the recall letter shall result in the employee losing the opportunity to fill the vacancy for which he was recalled. The first time an employee reports late from a recall letter, if the employee reports to work within ten (10) working days of the postmark of the recall letter, the employee shall be maintained on the recall list for the next available vacancy for the duration of the remaining period under C(5) above. Failure to report within ten (10) working days of the postmark of the first recall letter or within five (5) working days of the second recall letter shall result in termination. It shall be the employee's responsibility to keep the Company advised of their current address.
- E. Open jobs shall be posted on the bulletin board for a period of three (3) working days for bid. An employee selected for an open job must be available immediately to fill the job.
- F. Open jobs shall be filled from the bidding or outside recruiting efforts. Such assignment is to be awarded to the senior qualified bidder. If the employee awarded the bid fails to perform satisfactorily on the new assignment or desires to voluntarily relinquish the new assignment within four weeks, he is to return to his former job and rate of pay.
- G. If no one bids on the open job then the Company may assign the least senior employee or hire a new employee. If individuals do sign the bid, but no one is qualified, then the Company may assign the most senior bidder or hire a new employee.
- H. (1) Employee shall be eligible to bid on only one job posting at any one time.
- (2) Employees awarded a job as a result of a bid will not be eligible to bid again for twelve (12) months, except if granted permission to do so by the Company.

SECTION 24. BEREAVEMENT LEAVE

All employees may be granted up to five (5) days bereavement leave to arrange for and/or attend the funeral of a member of their immediate family (mother, father, spouse, child, adopted child, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law or registered domestic partner). Should the death be out of State, five (5) days bereavement leave will be granted. The Employer may require proof of death and family relationship.

The Company agrees to pay three (3) out of five (5) days to any employee in the bargaining unit who has worked one (1) year or more who had a death in their immediate family in state or out of state. Employees with less than one (1) year of service may take time off work as described herein but will not be eligible for any paid bereavement leave.

SECTION 25. TRANSFERS

A. Any employee transferred to a higher rated classification, who qualifies therefore, shall receive the rate of classification to which he is thereby assigned. Employees transferred to lower classifications, from day to day, shall not suffer a reduction in their regular rates of pay unless the transfer is permanent.

B. Whenever any employee does work within the duties of more than one classification in any one day, such employee shall be classified and paid for that day under that classification which pays the highest wage.

SECTION 26. REST PERIODS / LUNCH BREAK

A. 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 and sixth 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 that are required to wear PPE will have an additional two (2) minutes wash up time before each break, prior to lunch and at the end of the shift.

B. 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 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 27. INTERMITTENT PERIODS OF WORK

A. There shall be no intermittent periods of unemployment during any one-day, except for breakdowns. The term "breakdown" means the inability of the Employer to function in the normal manner, brought about by any condition beyond the Employer's control, such as but not limited to, fuel or power shortage, earthquake, equipment malfunction, etc.

B. 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.

C. 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 straight time hourly rate.

D. In the event a breakdown occurs, as defined above, the Employer may extend the quitting time for the day shift to obtain an eight (8) hour straight-time day as long as the Employer recognizes and pays any shift differential contained in this Agreement. An employee who is not able to work beyond the normal quitting time should notify his Employer immediately of his inability to work beyond a specified time.

SECTION 28. FILING OF CLAIMS

No employee shall be discharged, discriminated, or retaliated against because of filing any claim of alleged violation of this Agreement, nor shall any employee be discriminated against or discharged for giving true information regarding the alleged violation of this Agreement to the Union or its authorized representatives.

SECTION 29. DISCRIMINATION

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. 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 30. LEAD

A Lead is a bargaining unit position in which the Lead employee's job duties include regularly assisting management in directing work forces and performing other additional duties that may be assigned. Nothing in the provision requires the Employer to designate an employee as a Lead or to refill vacant Lead positions. It shall be in the sole and exclusive direction of management to make a Lead designation.

SECTION 31. INSURANCE BENEFITS

Effective January 1, 2021, the employees will transfer to the Local 52 Trust Fund and the Employer shall contribute to the Local 52 Trust Fund the amount of \$535.00 per month per eligible employee for the purpose of providing health, dental, vision, and prescription drug benefits for eligible employees. Effective January 1, 2023 this contribution shall be increased to a maximum of \$567.10 per month, per eligible employee. In the event the total premium in 2023 is less than \$567.10 per month, the Employer will pay the lesser amount.

A. 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 thirty (30) calendar days of employment.

B. All contributions due shall be payable not later than the tenth (10th) day of each calendar month.

C. The Employer shall be subject to the provisions of the presently existing Trust Fund and the action of the Trustees in reviewing or amending the provisions of such Trust Fund on all matters with the exception of the contribution rates covered above.

SECTION 32. PENSION 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 National Retirement Fund (NRF) and the action of the Trustees in reviewing and/or amending the provisions of such Trust on all matters with the exception of contributions, which are covered above.

C. The Employer agrees that if it becomes necessary in the discretion of the Trustees to take any legal steps to collect the above referred-to contribution during the term of this Agreement for any reason whatsoever, the Trustees may collect from the Employer in any such legal proceedings, besides all amounts due hereunder, all costs involved in any such acts, and a reasonable amount for attorney's fees to be fixed by the appropriate court.

SECTION 33. 401 K PLAN

The Employer agrees to enter into an agreement with the Union's 401 K Plan which allows eligible employees to have their compensation reduced and have the Employer contribute that and only that amount to the 401 K Plan. The amount of contributions shall be paid by payroll deductions and shall be determined by each employee and shall be set forth in a subscriber agreement to be entered into by and between Employer and Plan Administrator. There will be no matching by the Employer into this 401 K Plan for the life of this agreement. The Employer has no liability for the monies either collected or contributed by it on behalf of any employee nor does the Employer hold itself out as an administrator or fiduciary with regard to such plan or plans. The Employer's only role is that of a conduit making contributions to the 401 K Plan on behalf of those employees who have signed the appropriate authorization for such deductions and contributions.

SECTION 34. WAGES

A. **Scales:** The minimum wages to be paid to employees in the various job classifications under this Agreement are attached hereto and shall be known as "Schedule A".

B. Increases: All employees earning more than the specified hourly rate of pay, whether working on an hourly or incentive basis, shall receive the same designated increase, across-the-board, for all hours worked.

C. Head Washer: Where there is one or more Washer employed one shall be designated Head Washer and shall receive the wage designated in this Agreement.

D. No Reduction in Wages: No employee who, prior to the date of this Agreement was receiving more than the rate of wages designated in the schedule contained herein for the class of work on which he was engaged, shall suffer a reduction of wages or of minimum hours of employment through the operation or because of the adoption of this Agreement. Any such employee shall, nevertheless, be granted the same increase amount as granted all other employees covered by this Agreement upon the adoption of this Agreement.

E. New Classifications: Job classifications listed herein are general for the industry but do not necessarily contain classifications for all jobs for each particular plant.

F. 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.

G. Shift Differential: All employees employed on a second shift, as defined in Section 16 of this Agreement, shall receive not less than five cents (\$0.05) per hour more than employees employed on the first shift. All employees employed on a third shift, as defined in Section 16 of this Agreement, shall receive not less than ten cents (\$0.10) per hour more than employees employed on the first shift.

H. Payment of Overtime: 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. Neither shall the fixed overtime allowances for Sunday or holiday work be duplicated on the basis of the daily or weekly overtime hours.

SECTION 35. STRIKES

There shall be no strike, work stoppage, slowdown, planned inefficiency, refusal to or cessation of work of any character, or picketing of the Employer's premises on the part of the Union or of any employee, and there shall be no lockout on the part of the Employer during the term of this Agreement, for any reason. Should picketing be occasioned by persons or organizations other than the Union, employee may refuse to cross such picket lines that are lawfully sanctioned primary lines and are officially and specifically endorsed and approved by Workers United.

SECTION 36. GRIEVANCES

A. 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.

B. 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.

C. 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, within 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.

D. 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 five (5) working days of denial in the first 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.

E. 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 two (2) 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 or 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.

F. 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 37. DISCHARGE AND DISCIPLINARY ACTION

A. It is mutually agreed that the Employer reserves the right to discharge or discipline any employee for just cause. Just cause for discharging an employee shall include, but is not limited to, theft, dishonesty, physical acts of violence, intoxication, use or possession of, or being under the influence of alcohol, marijuana or illegal/controlled substances during working hours, insubordination, negligent or gross misconduct, refusal to work and disobedience of posted or published Company rules and policies. The Employer may immediately discipline or discharge any employee for the foregoing acts.

For disciplinary infractions, which do not warrant immediate discharge or suspension, Employer shall not discharge or suspend an employee unless he/she has been given normal progressive discipline. Normal progressive discipline shall involve the Employer giving one (1) verbal and one (1) written warning notice to the employee before implementing any form of discipline against that employee. Before an employee may be terminated as a result of normal progressive discipline, the Employer shall first give the employee a documented verbal warning, written warning and either a final written warning or a minimum of one (1) day suspension without pay prior to termination of employment. A copy of the warning notice shall also be forwarded to the Union.

Whenever practicable, the employer shall attempt to initiate verbal and/or written warnings to an employee within 7 calendar days of when the Employer knew or received notice of the disciplinary event. Upon request, the Employer shall meet with the Union and the employee within 5 days of any suspension, and to the extent possible, disclose the status of its investigation and the reason for its actions.

The Company will promptly advise the Union of any discharge. In the event the Union claims the discharge is unjust, the grievance may be referred directly to step 3 of the grievance procedure within fifteen (15) working days of the occurrence of the dispute.

B. Employees shall receive copies of all written warnings (with a copy to the Union) within ten (10) working days of the action that necessitated the discipline.

C. Disciplinary Meetings

Written warnings issued to employees will become void after twelve (12) months from the date of issue and may not be used as basis for discharge or disciplinary action after becoming void.

D. Any employee disciplined for violation of the Company rules shall have a right to bring a grievance under the Grievance Procedure provided in this Agreement. It is agreed that at all times employees will observe the rules and direction of their supervisors and express his/her grievance through the Grievance Procedure provided in this Agreement.

SECTION 38. UNPAID LEAVE

A. Employees with over one (1) year of service, and who have worked over 1250 hours in the preceding twelve months, shall be granted a leave of absence in accordance with the FMLA for inability to work due to illness, injury, or serious illness in the employee's immediate family. Appropriate extension of bereavement on an unpaid basis shall be granted for good cause up to fifteen (15) days for employees who need to leave the country to attend a funeral or who need additional time to attend to pressing family responsibilities associated with a death in the family. Where reasonable or just cause is shown or the employee is on sick leave and presents a written statement signed by his physician, stating the employee is unable to return to work, the employee may receive an extension, not to exceed three (3) months, without loss of seniority. Employees shall not be allowed to take more than six (6) months of leave of absence in any eighteen (18) month period. Employees who take over one month total time on leave of absence shall have their paid sick leave accrual during the period of the leave of absence reduced on a pro rata basis.

1. Leave of absence requests for three (3) working days or longer are to be in writing, with one copy for the Company, a copy for the Union, and a copy to be retained by the employee. If an employee while on a medical leave of absence accepts other employment, without written permission of the Company, his employment shall cease effective the last day worked.

2. If the leave of absence is for on-the-job injury, it shall continue until the employee is found to be, by an authorized treating physician, able to return to work or incapacitated for further work, in the branch for a period not to exceed twelve (12) months from date of injury.

3. An employee who timely returns from a leave of absence will retain their seniority and return to the same job and shift with the appropriate pay rate for that job provided able to perform the job and as their seniority would provide.

4. Time spent on leaves of absence shall count against any leave entitlement, which the employee may use under FMLA or CFRA when the leave is for a purpose covered by such laws.

5. Employer shall allow parents, grandparents and guardians to take time off from work to participate in their children's school or childcare activities in accordance with the California Family-School Partnership Act. An eligible employee may take up to forty (40) hours per year to participate in a school activity, using a maximum of eight (8) hours in any calendar month. The employee may choose to utilize accrued paid vacation time, Floating Holidays, or unpaid time off.

6. An employee shall provide a minimum of one week's notice to his supervisor of his or her request for leave under this Article.

B. Military leave shall be granted as provided by law. The Union and the Company recognize and agree to comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

C. Union Business

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 (100) calendar days. All leave for organizational or educational purposes 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, and none shall accrue, during such leave.

SECTION 39. PAID SICK LEAVE

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. 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 proven abuse of sick leave privileges may be cause for discharge or disciplinary action.

A paid sick day shall not count as hours worked for eligibility for overtime pay.

For an absence of more than three consecutive days, the Employer may require reasonable documentation signed by a licensed health care provider indicating the need for the amount of paid sick leave taken.

Any earned and unused sick leave shall be paid out to an employee in the second pay period in January of the following year.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notice to his or her supervisor, not to exceed seven days. If the need for paid sick leave is unforeseeable the employee shall provide notice for the need for paid sick leave as soon as practicable.

Any accrued and unused paid sick leave shall not be paid out upon termination of employment.

SECTION 40. BARGAINING UNIT WORK

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except:

- a. When there are no bargaining unit employees available to perform the work needed.
- b. When such is necessary for the purpose of instruction and/or training of personnel.
- c. In cases of emergency.

SECTION 41. ETHNIC AND CULTURAL DIVERSITY

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 or she may request the assistance of a translator of his or her choice, as long as such translator is on the premises, and provided further that if events leading to discipline or possible discipline are under discussion, that the translator shall not be a material witness to those events. In any conversation with employees, representative of the company may also have a translator of the company's choosing present, subject to the same provisions with regard to a discussion of events leading to discipline or possible discipline.

SECTION 42. PROTECTION OF IMMIGRANT WORKERS

A. The Employer shall grant employees excused absences where given one week's prior notice to attend any appointment scheduled by the Department of Homeland Security (DHS) 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.

B. In the event that the Employer is served with a valid, executed Search or Arrest warrant, the Employer shall take the following action: To the extent possible, and permissible under the circumstances, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

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

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, address, and social security numbers. Should a DHS 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 Employer shall, as soon as is reasonably practical, notify the assigned Union representative by telephone to the union's local office.

SECTION 43. RESPECT AND DIGNITY

The Employer and the Union agree that each and every employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats or harassment by managers, supervisors or any employee will not be tolerated. Company shall take reasonable efforts to avoid the discipline of employees in front of other bargaining unit employees except in those cases: (a) where the employee requests a witness or Union Representative, (b) where necessary to protect the personal safety or property of employees or the Employer, or (c) where another employer is present for translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner.

SECTION 44. DURATION OF AGREEMENT

This Agreement shall be in effect November 14, 2020, and shall continue in effect until midnight November 13, 2023 and year to year thereafter unless notice in writing is given sixty (60) days prior

to the expiration date, by either party, that such party intends to terminate the Agreement. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one year from the termination date.

ALSCO SAN DIEGO

**WESTERN STATES REGIONAL JOINT
BOARD LOCAL 52**

By: _____

Annette Casemero
General Manager

12-22-2020

By: _____

Maria Rivera
Regional Manager

**ALSCO INC. SAN DIEGO
SCHEDULE "A"
WAGE SCALES**

Job Classification:	\$1.00	\$.68	\$.20
	1/1/2021	1/1/2022	1/1/2023
Head Washer	16.45	17.13	17.33
Washer, Extractor, Puller Loader, Tumbler	15.60	16.28	16.48
Soiled Counter & Sorter Distributor, Press Operator, Alterations	15.30	15.98	16.18
All Other Production Employees	14.50	15.18	15.38

- Differential pay for forklift or any other equipment operator, which requires special certification (one time only during life of agreement): \$0.20/hr

- New employees:

First 30 calendar day's	50 cents less than job rate
31 days to 12 months	30 cents less than job rate
After 1 year	Job Rate

Effective upon ratification, employees whose wage rate is below that called for on this chart shall receive a pay increase that brings them to the rate called for in the chart based on their time in grade.

All pay adjustments under this agreement shall take effect in the first full payroll period following the date of the adjustment called for herein.

Going forward, employees shall have their pay adjusted based on length of service to the rates provided for the chart. No employee's hourly pay shall be reduced by the application of this chart.

4830-9005-1539, v. 1