

AGREEMENT

between

ALSCO, SAN JOSE

and

Western States Regional Joint Board

LOCAL 75

August 1, 2022 - July 31, 2025

TABLE OF CONTENTS

	Page	
SECTION 1.	RECOGNITION AND PURPOSE	1
SECTION 2.	UNION MEMBERSHIP	1
SECTION 3.	DUES DEDUCTIONS	2
SECTION 4.	WORKING HOURS AND OVERTIME	3
SECTION 5.	TIME RECORDS	4
SECTION 6.	INCENTIVE PLANS AND WAGES	5
SECTION 7.	OCCUPATIONAL INJURY	5
SECTION 8.	VACATIONS	5
SECTION 9.	WAGES	7
SECTION 10.	HOLIDAYS	7
SECTION 11.	LEAVES OF ABSENCE	8
SECTION 12.	JURY DUTY	8
SECTION 13.	BEREAVEMENT LEAVE	8
SECTION 14.	TERMINATION NOTICE	9
SECTION 15.	BULLETIN BOARDS	9
SECTION 16.	REST PERIODS	9
SECTION 17.	STRIKES	10
SECTION 18.	SHOP STEWARDS	10
SECTION 19.	WORKING RULES	10
SECTION 20.	COMPANY REASONABLE RULES & REGULATIONS	10
SECTION 21.	MANAGEMENT PREROGATIVES	11
SECTION 22.	PRODUCTIVITY	11
SECTION 23.	PENSION PLAN	11
SECTION 24.	HEALTH INSURANCE PLAN	12
SECTION 25.	COURTESY, RESPECT AND DIGNITY	12
SECTION 26.	ETHNIC AND CULTURAL DIVERSITY	12
SECTION 27.	IMMIGRATION-RELATED MEETINGS	13
SECTION 28.	HEALTH AND SAFETY	13
SECTION 29.	EQUIPMENT AND UNIFORMS	15
SECTION 30.	SENIORITY / LAYOFF	15
SECTION 31.	BREAKDOWN CLAUSE	16
SECTION 32.	GRIEVANCE & ARBITRATION PROCEDURE	16
SECTION 33.	SALE, TRANSFER OR LEASE	18
SECTION 34.	NO DISCRIMINATION	18
SECTION 35.	VALIDITY	18
SECTION 36.	JOINT LABOR MANAGEMENT COMMITTEE	18
SECTION 37.	TERM OF AGREEMENT	19
APPENDIX A.	WAGE RATES	20
APPENDIX B.	SICK LEAVE	21

AGREEMENT

This Agreement is entered into effective the 1st day of August, 2022 by and between:

ALSCO, SAN JOSE, hereinafter referred to as the "Employer"; and **Western States Regional Joint Board, LOCAL 75**, hereinafter referred to as the "Union."

SECTION 1. RECOGNITION AND PURPOSE

A. The Employer recognizes the Union as the exclusive collective bargaining representative for only those employees working in the classifications set forth in Appendix A - Wages, excluding employees covered by other collective bargaining agreements, guards and supervisors as defined in the National Labor Relations Act, as amended.

The purpose of this Agreement is to fix wages, hours and general working conditions for employees covered by its terms.

Supervisors, as defined in Section 2(11) of the National Labor Relations Act, are excluded from coverage under this Agreement. Such individuals shall not perform work covered by this Agreement except in cases of emergency, for the purpose of instruction or training, or when there are insufficient bargaining unit employees available to perform the work needed so long as no working bargaining unit member's work is displaced.

SECTION 2. UNION MEMBERSHIP

A. When new or additional employees are needed by the Employer, the Employer shall first 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.

B. 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 Union membership or non-membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements.

C. The Employer shall have the right to reject any applicant referred to it by the Union, subject to the non-discrimination obligation set forth in B above. The Employer, upon written notice from the Union, shall give its reasons in writing to the Union for refusal to accept said applicant.

D. The Union in referring applicants and the Employer in hiring new employees shall give preference of employment to applicants previously employed in this industry.

E. Membership in good standing in the Union shall be a condition of continued employment on and after the thirty-first (31st) day following an employee's beginning date of employment, or the effective date of this Agreement, whichever is later. The term "membership in good standing" shall be construed to mean the tender of the periodic dues,

special fees and/or initiation fees uniformly required of the employees covered by this Agreement.

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

G. The Employer further agrees that any employee who is not in good standing with the Union in accordance with this Section shall be suspended without pay within seven (7) days of receipt of notice in writing by the Union.

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

I. The Employer further agrees not to enter into any individual agreement pertaining to hours, wages or other conditions of employment with any employee covered by this Agreement unless such agreement has been approved by the Union.

J. At the end of each month, the Employer shall notify the Union in writing of all employees, including new hires hired during that month. The report should be provided in Excel format giving the name, employee ID number, address phone number and email address to the extent the Employer has it, social security number, date of birth, rate of pay, and starting date of each employee, new hire or rehired employee.

SECTION 3. DUES DEDUCTIONS

It is further mutually agreed that the Employer shall, in compliance with the Union's check-off and/or dues deduction system, automatically deduct, once a month from each employee's wages earned, any and all monies due the Union by said employee for initiation fees, special fees, dues and regular assessments; provided further, that the employee executes and files with the Employer a written authorization to the Employer to make such deduction.

The Company will continue to recognize Union membership, dues deductions, and voluntary political contribution authorizations submitted to the Union on written membership application forms or those submitted electronically if mutually agreed to by the parties.

The Union shall submit to the Employer, by the first (1st) day of each and every month, a record sheet properly showing the monies owed the Union by each employee. The Employer agrees to forward such monies by check to the Union not later than the fifteenth (15th) of each and every month.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, action taken by the Employer in relying upon any such written authorization furnished the Employer

by the Union, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union.

The Company shall deduct and transmit to the treasurer of the WSRJB voluntary political contributions, the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least seven (7) days prior to next scheduled pay period, on the forms provided for that purpose by the WSRJB. These transmittals shall occur no later than the fifteenth (15th) day of the following month and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

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 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 4. WORKING HOURS AND OVERTIME

A. The normal straight-time work week shall be forty (40) hours, Monday through Friday, and a minimum of thirty-six (36) hours shall be guaranteed to all employees except in the case of a plant breakdown (Section 31), or unexcused absence of the employee, or where the employee otherwise breaks the guarantee. Whenever reasonably possible, the plant will work forty (40) hours per week. Two (2) weeks advance notice shall be given to the employees prior to a permanent change in the work schedule.

B. The workday will be eight (8) consecutive hours, excluding the lunch period. Employees commencing work between 5:00 a.m. and 10:00 a.m., inclusive, will be paid at the regular rate of pay for the employee's classification. Any employee commencing work after 10:00 a.m. and on or before 2:00 p.m. will receive a five cent (\$.05) per hour premium payment in addition to the regular rate of pay for the employee's classification. Any employee commencing work after 2:00 p.m. and on or before 6:00 p.m. will receive a ten cent (\$.10) per hour premium payment in addition to the regular rate of pay for the employee's classification. Any employee commencing work after 6:00 p.m. and on or before 11:00 p.m. will receive a fifteen cent (\$.15) per hour premium payment in addition to the regular rate of pay for the employee's classification. Any employee commencing work after 11:00 p.m. and on or before 5:00 a.m. will receive a twenty cent (\$.20) per hour premium payment in addition to the regular rate of pay for the employee's classification, except for those employees in the washhouse classification who commence work no earlier than 4:00 a.m.

C. Employees shall not be required to work more than five (5) hours without time out for lunch.

D. Any work performed in excess of eight (8) hours in any one (1) day or any work performed in excess of forty (40) hours in any one (1) week, Monday through Friday,

shall be paid at the rate of straight time and one-half (1-1/2). No overtime of less than one-half (1/2) hour shall be worked. If less than one-half (1/2) hour overtime is worked, the employee shall be paid for one-half (1/2) hour.

E. All work performed on Saturday or Sunday shall be paid at one and one-half (1-1/2) times the straight-time rate. Work performed on the seventh (7th) consecutive day shall be paid at double the straight-time rate.

F. It is recognized that circumstances arise where overtime work is required in order to complete the production processing demands of the day. When such overtime is necessary, the Company will make a reasonable effort to notify the employees between lunch and their last break that they will be required to work past their normal quitting time on that day. Employees will have a maximum of two (2) hours of mandatory overtime during any single shift. However, if the reason for the overtime is due to equipment breakdown, acts of God or other emergency, the aforementioned two (2) hour maximum shall not apply. This provision shall not prevent voluntary overtime in excess of two (2) hours.

G. No employee shall be employed for less than four (4) hours in any one day, except that a new employee, on the first day of employment only shall be paid for not less than two (2) hours.

H. Any employee temporarily changed from a higher to a lower classification shall be paid at the rate of the higher classification, and any employee temporarily changed from a lower to a higher classification shall be paid at the rate of the higher classification for all hours worked in such higher classification.

I. Any duly authorized representative of the Union, after first notifying the front office of their desire to visit the plant, shall be allowed to visit the Employer's facility at any time during working hours, and provided, however, that no such visit shall interfere with the operations of the Employer. Such representative shall have access to timecards and pay checks connected with work performed by any member of the Union, provided they are directly related to a grievance, health and welfare or pension audits.

J. In the event the Employer wishes to initiate a four-day, ten hours per day on non-consecutive days' work week, the Employer shall discuss the issue with the affected employees and determine their sentiment regarding such work schedules by means of a secret ballot pursuant to State law. The Employer shall notify the Union of the results of the election. Reversion to the eight (8) hours per day, five (5) days a week schedule shall be allowed at the Employer's discretion.

K. Any employee who reports for work, unless informed by management the day before not to report for work, shall be paid for not less than four (4) hours at the straight-time rate.

SECTION 5. TIME RECORDS

A. Timecards and records will be maintained by the Employer for all employees for the purpose of recording actual hours worked. The time records shall show the actual time work begins and ends each day, and the hours worked for the day, and the total hours for the pay period.

B. All records, including time records and production records used to determine the amount of pay, shall be kept on file for at least three (3) years in accordance with State law and will remain in effect for the duration of this Agreement. 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.

SECTION 6. INCENTIVE PLANS AND LEADS

A. The Employer will meet and confer with the Union regarding implementation of any bonus or incentive programs, and may eliminate or modify the same at its discretion, provided that in all cases any such incentive or bonus must be in addition to the wages required by this Agreement.

B. 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. Leads will not discipline employees. 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. Lead opportunities will be posted as provided for in Section 30-E.

SECTION 7. OCCUPATIONAL INJURY

Any employee injured in the performance of their duties and requiring time off during the first day of injury shall receive full compensation for time not worked, not to exceed the employee's regularly scheduled workday. Claims of injury shall be verified by the Employer's physician if the Employer requires such verification.

The Employer will take any employee who is injured on the job to the Worker's Compensation provider the same day of the injury, if necessary. The Employer will handle all leaves of absence in accordance with all relevant state and federal laws.

SECTION 8. VACATIONS

A. All employees who have been in the employ of the Employer for a period of one (1) year shall receive one (1) full week's vacation with pay; all employees in the employ of the Employer for a period of three (3) years shall receive two (2) full weeks' vacation with pay; all employees who have been in the employ of the Employer for a period of eight (8) years shall receive three (3) full weeks' vacation with pay; all employees who have been in

the employ of the Employer for a period of eighteen (18) years shall receive four (4) full weeks' vacation with pay.

B. Any employee desiring to take an additional week's vacation may do so without compensation, provided the employee notifies the Employer of their intention prior to the scheduling of their regular vacation,- when operational commitments will permit such extensions.

C. In the event any employee is terminated for any reason and is thereafter rehired by the Employer within a period of forty-five (45) days, such discharge or layoff shall not be construed as a break in employment insofar as vacation rights provided for by subdivision (1) herein are concerned.

D. Should an employee miss more than thirty-one (31) days in their employment year, their vacation benefits will be pro-rated. All straight-time hours worked and paid for shall not be counted toward the thirty-one (31) days.

E. On or before November 15th of each year, the Employer shall post a vacation schedule. The employees shall choose their earned vacation time off by seniority, by department, from November 15th thru December 31st of each year. Should any change in the vacation time off occur after December 31st, it must be by mutual consent between the Employer and the employee. No employees shall have their vacation time off prior to their anniversary date of hire.

F. The vacation period shall run from January 1st to December 31st of each year during the life of this Agreement. Vacations must be taken on the basis of seniority at any time during the year following the employee's anniversary date.

G. Any extension of the vacation period shall be jointly approved in writing prior to the extension date, except in cases of the employee's sudden illness or accident.

H. Three (3) employees each year shall be allowed to schedule their vacation during the Christmas and New Year's weeks.

Plant-wide seniority shall be respected for this selection. The employees shall be allowed this selection once over the term of the contract.

For other holiday weeks, if business conditions permit, the Employer may grant up to a maximum of three (3) employees to take their vacation. This shall be in the Employer's discretion to grant and will be with proper notification from the employee.

I. Any employee who resigns or whose employment is terminated shall, upon termination, be paid for any unused accrued vacation balances.

J. No employee shall be discharged during their vacation period.

K. Any differences arising between the Union and the Employer regarding vacation rights or holiday rights shall be processed as provided in the grievance procedure.

SECTION 9. WAGES

A. Wages shall be paid each week.

B. Wage rates for the classifications covered by this Agreement are set forth in Appendix A hereto and incorporated herein.

C. The Company will comply with the minimum wage laws.

SECTION 10. HOLIDAYS

A. The following days shall constitute paid holidays: New Year's Day, President's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Floating Holiday (after one (1) year of service).

The floating holiday must be scheduled by mutual agreement between the Employer and the employee, with at least two (2) weeks' notice, and cannot be carried over from year to year, unless the employee has attempted to schedule the time off but was denied. The Company will provide written notice if a request for a floating holiday is approved or denied.

B. In order to be eligible for holiday pay, the employee must have been on the payroll of the Employer on the first (1st) day of the month during which a holiday falls, and must have worked a full scheduled work week in which the paid holiday occurs, exclusive of the holiday itself, unless excused from work by the Employer for scheduled appointment, which the employee has provided advance notice and proper documentation or unless the employee establishes absence due to a bona fide illness. New employees with no experience with the Employer must also have been on the payroll of the Employer a minimum of thirty (30) days immediately prior to the holiday in order to be eligible for holiday pay.

C. All work performed on President's Birthday, Memorial Day and the Fourth of July shall be paid for at one and one-half (1-1/2) times the straight-time rate plus the additional day's pay hereinabove provided.

D. Where one of the paid holidays listed in paragraph A occurs or is celebrated outside the regular work week (Monday through Friday), the work week nearest the calendar week (Sunday through Saturday) in which the holiday falls shall be recognized as a thirty-two (32) hour holiday work week. A plant may shut down on any day during said week when necessary, provided that the thirty-two (32) hour guarantee during such week shall be fully recognized. An employee who works on a paid holiday, which occurs and is celebrated outside the regular work week, shall be paid at one and one-half (1-1/2) times the straight-time rate in addition to the holiday pay.

E. Any paid holiday falling on Sunday shall be observed the following day.

SECTION 11. LEAVES OF ABSENCE

An employee who has completed one (1) year of continuous service and is absent from work because of bona fide illness or industrial accident shall not forfeit their seniority status or vacation rights under the following provisions:

A. Such employees may be absent from work for up to one hundred and eighty (180) days. The absence days need not be consecutive. The absence must be certified by a physician.

B. An employee absent for reasons provided in this Section shall, upon return to work, be returned to their regular classification, provided that he/she is physically qualified.

C. The Employer may agree to extend a leave of absence, thereby permitting an employee to retain seniority and vacation rights, notwithstanding a leave beyond one hundred and eighty (180) days.

D. The Employer and the Union agree to comply with the provisions of the "Family and Medical Leave Act" (FMLA).

E. The Employer will comply with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA).

F. The employer shall grant an employee's request for a leave of absence not to exceed thirty (30) days in duration to attend to union business which may include training, campaigning, education and the performance of such other duties as the union shall require. Such leave will be limited to one employee at a time.

SECTION 12. JURY DUTY

An employee with one (1) year continuous service for the Employer, who is called for jury duty, will receive the difference between jury pay and normal straight-time earnings for a maximum period of ten (10) working days per calendar year. As a condition of jury pay, the employees must provide reasonable notification to the Employer after receipt of the notice to report for jury duty (normally within twenty-four (24) hours) and must cooperate in trying to be excused from jury duty if the Employer so desires. As a further condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner that the employee has been called or has served, if such receipts are provided, and must report to work, if excused, in time to put in at least four (4) hours of work.

SECTION 13. BEREAVEMENT LEAVE

After one (1) year of employment, employees are entitled to three (3) days funeral leave pay at their hourly wage rate. Employees shall be paid funeral leave for a death in their immediate family, which includes the employee's mother, father, stepparents, brother, sister, present spouse, domestic partner, child, adopted child, aunt, uncle, current mother-

in-law, current father-in-law grandchildren and grandparents. If requested, the Employer may require adequate documentation of relationship of the stepparents. In the event of a death in the immediate family outside of the general area, the company will extend further unpaid leave or the use any of following paid leaves: 1) accrued vacation 2) floating holidays; to all employees where extended travel is required to attend a funeral or memorial service for a member of the employee's immediate family. Employees with less than one (1) year of employment with the Employer may take funeral leave under the same terms and conditions, but without pay.

SECTION 14. TERMINATION NOTICE

Progressive discipline is a prerequisite to the discharge of any employee unless the employee is discharged for misconduct such as: failure to carry out proper instructions, drunkenness, theft, dishonesty, workplace violence or harassment, use or possession of alcohol, marijuana or illegal drugs during working hours, and/or malicious mischief or gross misconduct as defined in the Employer's policy. Any required warning notice shall be issued in writing with a copy to the Union within five (5) working days. No employee shall be discharged for poor production without having previously received appropriate progressive discipline i.e. (1) Verbal (documented), (2) Written warning, (3) 2nd written warning, (4) Final Written Warning or up to a three (3) day Suspension, (5) termination. Once twelve (12) months have elapsed from the date of issuance of a notice, with no further violation, said notice will be considered null and void.

SECTION 15. BULLETIN BOARDS

The Employer shall make available a bulletin board for the purpose of posting Union bulletins; however, the Employer reserves the right to reject any material of a derogatory nature.

SECTION 16. REST PERIODS

Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of work to be taken, insofar as practicable, in the middle of each work period. No employee shall be required to work in excess of three (3) continuous hours without such a rest period. An employee who completes a day's work between four (4) and six (6) hours shall not be entitled to a second paid rest period on that day. However, an employee who completes in excess of six (6) hours of work in a day shall be given a second ten (10) minute paid rest period. Paid Wash-Up time for employees in Soil and Washroom shall be allowed 5 minutes before lunch and at the end of the shift. Any employee who abuses the time limits established may be subject to disciplinary action.

SECTION 17. STRIKES

During the period of this Agreement, there shall be no strikes, work stoppages, slowdowns, picketing or lockouts. The provisions of this paragraph shall not apply to a legal

picket line which may be established by another Union, provided that said picket line is sanctioned by the Executive Board of Local 75 and the Western States Regional Joint Board Executive Board.

SECTION 18. SHOP STEWARDS

It is hereby agreed that the Union may select not more than three (3) employees and one (1) alternate in the plant to serve as shop stewards. The alternate Shop Stewards shall serve in the absence of any of the Shop Stewards. The Employer shall be given written notice of the names of said stewards. The Shop Steward shall not interfere with the management of business but may advise the Employer and the Union of any violations of this Agreement.

The Employer will arrange for all newly hired bargaining unit members to attend a Union orientation on company time and on premises, for no more than thirty (30) minutes, within two (2) weeks of each new employee's date of hire.

Such orientations will be scheduled in consultation with the Union Representative and Shop Steward.

As part of the "New Employee Orientation" the new employee will be introduced to the Shop Stewards.

SECTION 19. WORKING RULES

Rules and regulations for the conduct of business, such as the Employers shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all employees. New rules and/or rule changes in existing rules and regulations shall not become effective until ten (10) working days after they have been 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. A copy needs to be forwarded to the Union office at the time when posted.

SECTION 20. COMPANY REASONABLE RULES AND REGULATIONS

The Company recognizes its obligations and responsibilities to provide a safe, drug free and healthful working environment for its employees. 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 order, safety and/or effective operation of its plant and after advance notice to the Union and the employees, to require compliance therewith by the employees, is recognized.

SECTION 21. MANAGEMENT PREROGATIVES

A. 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 22. 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 23. 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	6-1-22	\$121.86
Effective	6-1-23	\$127.41
Effective	6-1-24	\$133.22

B. Effective as soon as practicable, the Employer agrees to deduct every month, through payroll deductions an amount set by the employees who wish to participate in the 401(K) Workers Pension Fund.

C. The Employer shall be subject to the existing Trust Indenture, as it may be amended from time to time, with respect to any matter other than contribution rates, which are specified in paragraph A above.

D. Each employee on the payroll of the Employer on the first (1st) day of each calendar month shall be eligible to have Employer pension contributions made on their behalf; however, no contributions shall be made on behalf of new hires who are not members of the bargaining unit until the first (1st) day of the first (1st) calendar month following the employee's first thirty (30) calendar days of employment.

E. In the event that the Union is required to take legal action to collect such contributions, and prevails in such action, the Employer shall pay reasonable attorneys' fees and costs of suit.

F. For the purposes of this Section and this Section only, when an employee is terminated, laid off or is on an approved leave of absence not due to a bona fide illness on or before the first (1st) calendar day of the month, that employee is not considered on the payroll for the purposes of pension contributions. In the event an employee is absent due to a bona-fide illness on the first (1st) calendar day of the month, the Employer will make pension contributions for that employee for a period of ninety (90) days but in no event will the contributions be made during the time said bona fide illness exceeds three (3) monthly pension contributions in any given calendar year.

SECTION 24. HEALTH INSURANCE PLAN

A. All employees will be covered by the AlSCO Basic Plan. The Employer will pay the full cost of the AlSCO Basic 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.

SECTION 25. 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. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases where the employee requests a witness or Union Representative for translation purposes.

SECTION 26. ETHNIC AND CULTURAL DIVERSITY

A. Employer agrees to distribute information regarding available ESL programs to employees and may provide space on its 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, she/he may request the assistance of a translator of her/his choice, as long as such translator is on the premises.

SECTION 27. IMMIGRATION-RELATED MEETINGS

The Employer shall grant employees excused unpaid absences where given one week's prior notice to attend any appointments scheduled by the Department of Homeland Security 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.

SECTION 28. HEALTH AND SAFETY

A. General

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/tagout, and blood-borne pathogens. Employees shall be provided with applicable safety and health information.

B. Protective Equipment

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. Protection from Heat Stress

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 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 and mirrors and will be stocked with toilet paper, towels, 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. Protection from Blood-Borne Pathogens

1. Protective Equipment: For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Employer shall provide appropriate personal protective equipment. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other

potentially infectious materials to pass through to or reach the employee's clothes, skin, eyes, or mouth, under normal conditions of use. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage, 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.

2. 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.

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.

G. Joint Safety and Health Committee

A Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, including two (2) members of the bargaining unit selected by the Union, provided that no more than 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 meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. The Committee shall meet semi-annually 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 Committee in good faith.

H. Declared Public Emergency

The Company will notify the Union of the steps it takes in the event local, State or Federal government agencies declare a state of emergency that affects the working conditions of employees.

It is understood that the Company and employees must comply with any orders set forth as mandatory by any government agency in response to a declared emergency.

SECTION 29. EQUIPMENT AND UNIFORMS

A. All working equipment or clothing required by the Employer, or necessary for proper job performance, shall be furnished by the Employer. Such equipment includes, but is not limited to: scissors, caps, aprons, and rubber boots. Where the Employer requires special uniforms, they shall be furnished as needed and maintained by the Employer without cost to the employee.

SECTION 30. SENIORITY / LAYOFF

A. In the event of layoffs due to lack of work or in rehiring of employees laid off, the employee's plant wide seniority with the following factors shall be considered

Ability to perform work

Physical Fitness

Length of service with the Company and department

Determination of the employee's competence and ability is within the Employer's judgment, which shall be supported by valid records or documentation. Departments to be excluded due to special skills are: Washroom, Press and Garment Department (except Tunnel), Mending and Tie-out, Utility, Soil Lift and Load Building.

The above provision does not apply to daily additional or reduction of hours.

B. There shall be a ninety (90) day probationary period for all new hires. This period may be extended by mutual agreement. The discharge of a new hire shall not be subject to the Grievance and Arbitration provisions of Section 32, or the warning notice provisions of Section 14 of this Agreement.

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

1. Resignation;
2. Discharge;
3. Layoff in excess of six (6) months for employees with five years or less seniority within the bargaining unit. Or layoff in excess of twelve (12) months for employees with more than five years seniority within the bargaining unit. If the layoff was due to a governmental declared public emergency, then employees with more than three years, but less than five years seniority will retain their seniority for twelve (12) months, employees with more than five years, but less than eight years seniority will retain their seniority for fifteen (15) months, and employees with more than eight years will retain their seniority for 18 months.
4. Failure to report on recall from layoff within two days of notice

5. Is absent 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.

D. 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.

E. Whenever a job opening or promotion occurs in a classification covered by this agreement, the Employer shall extend the opportunity of promotion or job opening 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. A copy of the job posting and a copy the final results of said posting will be sent to the Union Office.

SECTION 31. BREAKDOWN CLAUSE

A. There shall be no intermittent periods of idleness during any one (1) day, except for breakdowns. In case of breakdown, Employees shall be paid during the day breakdown occurs, unless ordered to punch out; and, if ordered to return to work at a stated time, and repairs are not completed, they shall be paid from the time they are ordered to work until actual work begins.

B. Employees required to remain on the premises of the Employer, or required to hold themselves in readiness, shall be paid at the straight-time rate for time that cannot be used as their own.

C. The first eight (8) hours of work on a day in which a breakdown occurs shall be paid at the employee's regular straight-time rate of pay regardless of when the hours are worked or the length of the shutdown or breakdown, as long as the employee is given at least eight (8) hours' time on their own prior to the starting time of their next regular shift.

D. "Breakdown" shall be defined as the inability of the Employer to operate the plant because of any condition beyond the Employer's control, such as, but not limited to, an act of God, a fuel or power shortage, earthquake, equipment malfunction, an act of Government or other similar causes.

SECTION 32. GRIEVANCE AND ARBITRATION PROCEDURE

The purpose of this Section is to provide the method for the settlement of complaints raised by any employee, the Union, or the Employer during the term of this Agreement, alleging that a provision of this Agreement has been violated. Such complaint must be filed within ten (10) working days of the act(s) giving rise to the grievance or the date the employee should have been aware of the same.

A. No matter regarding a disciplinary action, including written warnings, shall be considered a grievance until it is first taken up with their supervisor within five working days

of the act(s) giving rise to the grievance or the date the employee should have been aware of the same. The Union's shop steward or representative may be present at such time. If the matter cannot be resolved, it shall be reduced to writing. Such written grievance shall state the nature of the complaint, the facts surrounding the alleged violation, the specific provision of this Agreement alleged to have been violated, and the remedy sought. The written grievance must be presented to the Employer within ten (10) working days of the act(s) giving rise to the grievance or the date the employee should have been aware of the same.

B. Upon the filing of a written grievance in accordance with paragraph A above, representatives of the Union and the Employer will immediately meet for the purpose of attempting an informal resolution of the complaint within ten (10) working days.

C. If a satisfactory resolution of the complaint cannot be made under the foregoing procedure, the matter may be referred to a Board of Adjustment within ten (10) working days from completion of the meeting referred to in paragraph B above. The Board of Adjustment shall be composed of two (2) representatives chosen by the Union and two (2) representatives chosen by the Employer. The Board of Adjustment shall review the case presented to it, hear testimony and question witnesses. The decision of the majority of the Board shall be final and binding upon the Union, the employee(s), and the Employer so long as it is within the scope and terms of this Agreement. The Board shall not add to, subtract from, alter, or change the scope and terms of this Agreement. The Board shall be bound by the same rules and restrictions in deciding an alleged complaint that an Arbitrator must observe under this Agreement. The decision of the Board shall be rendered in writing within ten (10) days from the time of presentation to the Board and shall specify the effective date of the decision.

D. If a majority of the Board fails to render a decision within the time limits specified, or the Board cannot reach a majority decision, the matter may be referred to arbitration by either party. Such referral shall be within ten (10) days of receipt of the decision of the Board of Adjustment.

E. Upon receipt of a written request for arbitration, the parties will attempt to select an arbitrator to hear the matter. If agreement cannot be reached, either party shall be entitled to request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Names of the arbitrators shall be alternately struck and the last name remaining shall be appointed as the arbitrator. The first strike shall be determined by a toss of a coin. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employee(s). The arbitrator shall not add to, subtract from, alter, or change the scope and terms of this Agreement, nor decide any issue not presented by the parties for decision. The arbitrator's fees and any incidental expenses of the arbitration shall be shared equally by the Employer and the Union.

F. The time limits set forth in this Section may be extended by mutual agreement of the Employer and the Union. Failure to comply with any of the time limits set forth in this Section shall result in a default and the waiver of the grievance and the right to arbitrate.

G. In no event shall any decision on any grievance regarding a complaint over payment of wages and/or fringe benefits be retroactive for a period of more than ninety (90) calendar days, except as may be provided by statute.

SECTION 33. SALE, TRANSFER OR LEASE

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 34. NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate with respect to referral, hiring, tenure or any term or condition of employment on the basis of an applicant's or employee's race, national origin, religion, color, creed, sex, or age, sexual orientation or any other class protected to the extent prohibited by law.

SECTION 35. VALIDITY

Should any provision of this Agreement be declared invalid or in conflict with any applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 36. Joint Labor-Management Committee

There will be established a Joint Labor-Management Committee, to consist of the Union Representative plus two (2) employees and three (3) members of Management. The permanent members of the committee shall be representatives of the Local Union and the Employer.


It is agreed and understood that this committee acts in an advisory capacity only, and does not have the authority to change, modify, or add to the Collective Bargaining Agreement, nor are any of their decisions binding on the parties covered by the Collective Bargaining Agreement. The Committee will meet twice per year for one hour to discuss non-contractual language.

SECTION 37. TERM OF AGREEMENT

This Agreement shall be in full force and effect from August 1, 2022, to and including July 31, 2025, and will automatically be renewed thereafter from year to year unless either party gives written notice to the other of its desire to modify, amend or terminate this Agreement.

Such written notice shall be presented to the other party not less than sixty (60) nor more than ninety (90) days prior to the expiration date.

ALSCO-SAN JOSE

By: 
Paul Johnson, General Manager

Date: 9/1/22

**WESTERN STATES REGIONAL
JOINT BOARD, LOCAL 75**

By: 
Maria Rivera, Regional Manager

Date: 10/5/2022

APPENDIX A — Wage Rates

Dept./Classification Current Ratification

\$1.50

Washroom	\$17.95	\$19.45
Janitor	\$17.70	\$19.20
All Production	\$17.40	\$18.90

No Employee shall suffer a reduction in their present rate of pay by reason of the execution of this Agreement. No reduction in hours shall be made for overtime performed during the week.

In departments where there is only one (1) Washer employed, said employee shall receive Head Washer wage rate.

The provisions of this Appendix A shall be subject to reopening at the election of either party on the first anniversary hereof, i.e. on August 1, 2023, by such party giving the other party not less than sixty (60) days advance written notice of intent to reopen. In that event, the parties shall meet to discuss and bargain the provisions of this Appendix A only and all other terms of the CBA shall remain unaffected by the reopener. In the event no such notice is given, the terms of this Appendix A shall roll-over for the remainder of the CBA.

APPENDIX B SICK LEAVE

1. Employees must work at least 30 days or more to be qualified for sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked up to a maximum of 40 hours per year. Sick leave will be paid at the employee's regular wage rate. No more than 40 hours of sick leave may be taken in any one year. A total of 48 hours or six days can be carried over into the next year up to a maximum of 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.
2. If the employee is drawing State Disability Insurance benefits, the Employer will make up the difference between the State Disability payment and the employee's regular daily wages until the employee's sick leave credits are used up.
3. Employees will receive, on the date of their anniversary, a 50% pay out for all sick days above the maximum of 20 days. Any accrued and unused paid sick leave shall not be paid out upon termination of employment.