

# COLLECTIVE BARGAINING AGREEMENT

*between*

ALSCO INDUSTRIAL  
PORTLAND



SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 49

*in effect from*

JANUARY 1<sup>ST</sup>, 2017

— *through* —

JANUARY 1<sup>ST</sup>, 2020

3536 SE 26TH AVE PORTLAND, OR 97202



1-800-955-3352 | FAX 503-238-6692

[www.SEIU49.ORG](http://www.SEIU49.ORG)



TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION .....1

ARTICLE 2 - HIRING .....2

ARTICLE 3 - DISPUTE AND GRIEVANCES .....2

ARTICLE 4 - TERMINATIONS AND DISCHARGES .....4

ARTICLE 5 - SENIORITY .....5

ARTICLE 6 - WAGES.....6

ARTICLE 7 - HOURS .....8

ARTICLE 8 - VACATIONS.....9

ARTICLE 9 - HOLIDAYS..... 10

ARTICLE 10 - HEALTH & WELFARE ..... 11

ARTICLE 11 - PENSION ..... 12

ARTICLE 12 - FUNERAL LEAVE..... 12

ARTICLE 13 - JURY DUTY ..... 13

ARTICLE 14 - SUBCONTRACTING ..... 13

ARTICLE 15 - AUTOMATION, UNEMPLOYMENT COMPENSATION  
INCENTIVE PLANS, PLANT SAFETY ..... 13

ARTICLE 16 - TRAINING ..... 14

ARTICLE 17 - UNIFORMS ..... 14

ARTICLE 18 - COMPANY MEETINGS ..... 14

ARTICLE 19 - CHARITABLE CONTRIBUTIONS..... 14

ARTICLE 20 - AUTOMATIC DEDUCTIONS ..... 15

ARTICLE 21 - WASHROOMS..... 15

ARTICLE 22 - LUNCH AREA.....	15
ARTICLE 23 - FIRST AID .....	15
ARTICLE 24 - SUCCESSORS .....	15
ARTICLE 25 - OTHER AGREEMENTS.....	15
ARTICLE 26 - DISCRIMINATION.....	16
ARTICLE 27 - SAVINGS CLAUSE.....	16
ARTICLE 28 - SICK LEAVE .....	16
ARTICLE 29- HEALTH AND SAFETY .....	16
ARTICLE 30- PRODUCTION STANDARDS .....	17
ARTICLE 31- MANAGEMENT RIGHTS .....	17
ARTICLE 32 - DATE AND PERIOD OF AGREEMENT .....	18
EXHIBIT A.....	19

THIS AGREEMENT, made effective the first day of January, 2017 between ALSCO, Portland Industrial, of Portland, Oregon, herein called the "Employer," and Service Employees International Union (SEIU), Local 49, herein called the "Union":

## ARTICLE 1 • RECOGNITION

**Section 1. Bargaining Unit** The Employer recognizes SEIU Local 49, as the sole collective bargaining agent for employees in the handling and/or processing of laundry for the Employer, including all marking, sorting and any and all handling of garments, excluding drivers, engineers, office and clerical employees and supervisors.

**Section 2. Hiring** It shall be a condition of employment that all employees in the bargaining unit who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (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 in the bargaining unit who are hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union and the Employer, when notified, shall assist in the collection of such dues and initiation fees. Upon written notice from the Union of the failure on the part of an employee to tender initiation fees and dues as above required, the Employer shall, within seven (7) days of such notice, discharge said employee.

**Section 3. Check off** The Employer shall deduct from the wages of each employee who has voluntarily given a signed authorization, any contributions to the Committee on Political Education (COPE), and the initiation fee and dues uniformly required of Union members according to the Constitution and Bylaws of the Union. The Union shall notify the Employer in writing of any COPE contributions. The monies so deducted shall be remitted to the Union office not later than the fifteenth (15th) of each calendar month. The Union agrees that it will indemnify and hold harmless the Employer from all suits, actions and claims against the Employer or persons acting on behalf of the Employer arising out of the Employer's faithful compliance with the terms of this Article, provided the Employer notifies the Union in writing of such claim and tenders the defense to the Union.

**Section 4.** All superintendents and managerial employees are excluded from this Agreement. Such individuals may perform bargaining unit work. Forepersons performing bargaining unit work are included within this Agreement.

**Section 5.** A bulletin board for the posting of notices of communications shall be provided in a location available to all employees.

## **ARTICLE 2 • HIRING**

**Section 1.** The Employer shall distribute to new hires a copy of this Agreement and the Union “New Membership Information,” which includes a list of union representatives, dues and benefits information and information about union programs and membership. The Employer will facilitate an initial meeting with the new bargaining unit member and a Union Representative or Shop Steward regarding the collective agreement and other representational issues. Both parties agree that such meetings are on non-working time for all participants.

**Section 2.** Each month the Employer shall mail a written notice to the Union. Said notice shall set forth the name, unique identifying number, and date of hire of each employee in the bargaining unit including those hired within the previous thirty (30) days.

**Section 3.** Neither this Article nor any Article of this Agreement shall be

interpreted to require an employee to join the Union prior to thirty (30) days after being hired.

**Section 4.** The Employer may contract with a temporary labor agency for up to six (6) temporary workers as long as all regular employees have the opportunity to work 40 hours per week. An individual temporary worker will be allowed to work up to the minimum number of weeks permitted by the temporary agency before they can be converted to full time employees, normally 13 weeks. Temporary workers, after completing the temporary agency's minimum requirement, who convert to regular employees, will have 30 days in which to join the Union. Temporary workers in excess of six (6) may be required on occasion and will only be hired by mutual consent of the Union and the Employer.

## **ARTICLE 3 • DISPUTES AND GRIEVANCES**

Grievances subject to the procedures of this Article 3 shall constitute any dispute concerning the interpretation or application of this Agreement or any claimed breach thereof. All grievances arising under this Agreement shall be processed as follows:

**Section 1.** An employee having a grievance shall present such grievance to their immediate supervisor and, if unresolved, to the Union. If the Union determines that the matter merits further

processing, such grievance shall be presented, in writing, to the Employer within fifteen (15) working days of its occurrence.

**Section 2.** The Employer or Union may initiate a grievance by presenting it in writing to the other party within fifteen (15) working days after the matter constituting the grievance has occurred. The right of the Employer to resort to grievance and arbitration procedures set forth herein need not be exhausted nor shall it preclude said Employer from seeking injunctive relief only in a court of competent jurisdiction for violation of Section 4 hereunder.

**Section 3.** The parties hereto shall meet and attempt to settle a grievance within a period of seven (7) days from the date of filing of the grievance. Should the parties hereto be unable to settle, resolve or adjust the matter within the period prescribed above, or any extended period which shall have been agreed upon between the Union and the Employer, then either the Union or the Employer shall have the right to submit the grievance to a Joint Local Area Grievance Committee. The Joint Local Area Grievance Committee shall be composed of one (1) member representing the Union and one (1) member representing the Employer. Both parties shall notify the other of the names of their representatives on the Committee within seven (7) days after their failure to reach agreement under Section 3.

The Joint Area Grievance Committee shall have jurisdiction of all grievances referred to it, and shall meet within four (4) days of the date such matter was submitted to it. The Committee shall act upon the matter within two (2) days of the above said meeting, and a decision of the Committee shall be binding upon all parties. The time limits provided in this paragraph may be extended by mutual consent. Should the panel fail to meet or either party fail to appoint a representative to the Committee within the time limits set forth herein, the other party may proceed as if a deadlock had occurred. In the event of a deadlock, either party may within ten (10) working days submit the dispute to a neutral party for arbitration whose decision shall be final. In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) working days thereafter, the Office of the Federal Mediation and Conciliation Service shall be requested by the party requesting arbitration to submit a list of nine (9) proposed arbiters from the Oregon area. The Employer and the Union shall each alternately strike from this list one name at a time until only one name remains on the list. The name of the arbiter remaining on the list shall be accepted by both parties. Costs will be split equally by both parties.

**Section 4.** During the term of this Agreement there shall be no strikes, lockouts or cessation of work unless either party fails to promptly follow this grievance procedure, or refuses to carry out any decision of the arbitrator.

**Section 5.** Should either the Employer or Union fail to initiate a grievance within the fifteen (15) working days time limitation set forth in Section 1 or 2 hereinabove, such party is deemed barred

from further prosecution of such grievance. If either the employee or the Union shall fail to comply with any time limitation set forth hereinabove, both are deemed barred from further prosecution of such grievance.

#### **ARTICLE 4 • TERMINATIONS AND DISCHARGES**

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

**Section 2.** The Employer shall not discharge nor suspend any employee without just cause and without having first given at least one (1) warning letter to the employee in writing and a copy of the same to the Union, except where the cause thereof is:

- A. Dishonesty.
- B. Use or distribution of marijuana, illegal drugs or intoxicating liquor while on duty.
- C. Being under the influence of marijuana, liquor or illegal drugs while on duty.
- D. Failure to turn in any money collected for the account of the company.
- E. Willful destruction of property.
- F. Failure to report promptly and honestly serious accidents or personal injuries.
- G. Negligence.
- H. Insubordination defined as refusal to follow an instruction where the person giving an instruction has the authority to do so.
- I. Engaging in a work stoppage not protected by this Agreement or law.
- J. Sexual, racial or any other form of harassment contrary to law.

For other offenses, not noted above and including, but not limited to, the following, a warning letter shall be given (an employee shall not be discharged without first having been notified that a repetition of the offense will make him liable to dismissal):

- A. Incompetence.
- B. Inefficiency.
- C. Persistent tardiness or absenteeism.
- D. Failure to abide by the terms of this Agreement.
- E. Sleeping while on duty.
- F. Violation of common safety rules which endanger the safety of the employee, fellow employees, customers or the property of the Company.

- G. Failure to follow plant rules authorized by this Agreement.
- H. Failure to notify Employer of Absence prior to the beginning of an employee's regularly scheduled shift.
- I. Destruction of company property.

**Section 3.** The warning notices herein provided shall remain in effect for a period not to exceed nine (9) months from the date of issuance. If a grievance is filed over a warning notice, the time period in which the warning remains in effect shall be frozen until the dispute is resolved. Warning letters, to be considered as valid, must be issued within ten (10) days after the Employer should reasonably have become aware of the occurrence of the cause claimed by the Employer in such warning letter.

**Section 4.** The Employer shall notify the local Union in writing of the discharge or suspension of any employee.

**Section 5.** Under no circumstances shall a probationary employee be entitled to a warning notice.

**Section 6.** Two (2) valid warning notices in the same category within a nine (9) month period may constitute sufficient cause for suspension or discharge even though the warnings are for different offenses. For purposes of this Section, there shall be three categories consisting of work performance, attendance and policies/procedures.

**Section 7.** Plant rules may be established by the Employer and filed with the Union, which do not conflict with this Agreement.

## **ARTICLE 5 • SENIORITY**

**Section 1.** An employee's seniority shall be computed from the time of their employment. However, the employee shall be on probation for 90 days following the date of their employment, during which time the employee shall have no rights accorded by Articles 3 (solely disciplinary and/or discharge matters), 4, and 5 of this Agreement. This period may be extended by mutual agreement of the Union and the Employer. Days worked while on light duty shall not count toward the probationary period.

**Section 2.** Seniority rights are lost if an employee who has completed their probationary period, quits, is terminated for just cause, fails to report or communicate within five (5) working days after a notice of recall or immediately after completion of an approved leave of absence, or who is absent from work for illness or accident (other than industrial accident), for more than six months. Seniority shall continue to accrue for up to one (1) year while an employee is absent due to industrial injury or covered by worker's compensation.

In the event an employee is unable to work due to illness, accident, emergencies or leaves of absence, such employee shall be reinstated at such time as the employee is able to resume work provided such employee has properly notified the Employer at the time their accident illness, emergency or leave of absence commences and the absence falls within the time lines of the above paragraph. An employee shall not qualify for a leave of absence until six (6) months after his seniority date. Employees shall be granted leaves of absence for good cause.

**Section 3. A** In the event of reduction and restoration of the work force of employees, seniority will be considered separately for each of the company Department Seniority within the Department shall prevail unless there is a demonstrable difference in ability and competence. Departmental seniority shall prevail when determining the greater number hours an employee works for short-term layoffs of three days or less.

**Section 3. B** For purposes of this Article, the term Department shall mean the following:

Industrial: Soil, Wash, Dry, Garment, Flat, Stockroom, Mending, and Mats

**Section 4.** Whenever a job opening occurs in any Department where a higher classification and wage rate exists, the Employer shall extend the opportunity of promotion to its employees, providing an employee can qualify and such qualification shall be determined by competence, general ability and length of service. The Employer for the purpose of this Section shall be the sole judge of competency and general ability, provided such judgment is made in good faith and is not arbitrary.

**Section 5.** At the request of the Union and upon at least fifteen (15) days written notice, employees shall be granted up to fifteen (15) working days leave of absence for purpose of Union activities, including trust activities, and/or for participation in community activities. This leave shall be limited to a maximum of one (1) employee at any time.

## **ARTICLE 6 • WAGES**

**Section 1.** The wage scales attached hereto as Exhibit "A" shall constitute the minimum wages payable during the life of this Agreement. Nothing shall prohibit the Employer from paying higher rates than those set forth.

The Employer shall have the right to return an employee to their regular job classification rate should the employee be receiving a premium for duties that are no longer being performed, or the performance level does not justify the additional compensation to be paid.

**Section 2.** No employee shall suffer a decrease in wages or working conditions by reason of the adoption of this Agreement.

**Section 3.** When an employee is temporarily assigned to a job for the convenience of the Employer, such employee shall receive the rate of pay of their regular job or that of the new assignment, whichever is the greater, for the hours performed on such new assignment.

**Section 4.** In the event of a breakdown, employees affected shall be required to stand by or be sent home for the day and paid their four (4) hour guarantee, or be released from all duties for a minimum of two (2) hours. Any employee required to stand by shall be paid at straight time for the duration of such period of such breakdown. A one (1) hour lunch period may be used to reduce stand by time, provided such lunch hour shall begin by 10:30 a.m. and terminate by 1:00 p.m. Work performed following the termination of such breakdown shall be computed at straight time up to eight (8) hours for that day and shall, in no event, extend beyond 6:00 p.m. of the day such breakdown occurred.

**Section 5.** Upon request of the Union, the Employer shall submit any records necessary for checking of employees' hours, pay, or conditions of employment provided for in this Agreement. Such inspection shall be made by duly authorized business representatives of the Union during working hours, the time of such inspection to be agreed upon by the Union and the Employer, after notice by the Union to the Employer that such inspection is requested. The authorized representative of the Union will have access to the plant of the Employer during regular business hours to conduct Union business, including review of conditions of employment provided for in this agreement, provided the Union representative must enter through the main office and make known his/her presence to employer's officials on duty when entering the Employer's premises to talk to employees. When visiting, the privileges accorded the Union representative shall not permit interruption of the performance by bargaining unit employees of their assigned tasks or disruptive behavior by the Union representative.

**Section 6.** All employees shall be paid weekly on Friday for work performed through the previous payroll period.

**Section 7.** Incentive plans may be established, changed or discontinued at any time at the Employers discretion so long as they are above the minimums provided for in Section 1 above.

**Section 8.** Regular part-time workers shall be paid for holidays, jury duty and vacations in ratio to the number of hours such worker averages per week as such hours relate to forty (40) hours for a full-time worker.

**Section 9.** The Employer agrees to recognize longer term employees through payment of a tenure appreciation bonus. This payment of \$250 will be made to all employees on their

eighteenth (18<sup>th</sup>) anniversary. For employees who have already reached their eighteenth (18<sup>th</sup>) anniversary on the date this Agreement is ratified, the bonus will be paid on their first anniversary date following ratification.

## ARTICLE 7 • HOURS

**Section 1. The Work Week** The work-week begins on Monday and ends on Sunday.

**Section 2. The Day Shift** The day shift includes any hours from 5:00 a.m. until 7:00 p.m. Any employee whose work commences after 5:00 a.m. and ends before 7:00 p.m. is on the day shift the entire period worked. The straight-time day shift rate is set forth in Exhibit "A."

**Section 3. The Swing Shift** The swing shift includes any hours from 7:00 p.m. until 5:00 a.m. Any employee who is assigned work that commences before 5:00 a.m. or ends after 7:00 p.m. is on the swing shift for the entire period worked.

**Section 4. Day Shift Compensation** All day shift work performed over eight (8) hours in one (1) day for those employees on a five (5) day work week and ten (10) hours in one day for those employees on a four (4) day work week shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly scale unless an employee fails to work their scheduled shifts during the week, in which event overtime shall apply solely after 40 hours.

**Section 5.** Swing shift shall be paid at the hourly rate specified in Exhibit A for straight time hours for each classification plus a \$.15 swing shift premium.

**Section 6. Split Shifts** There shall be no split shifts and all employees reporting for work shall be guaranteed not less than four (4) hours' employment at the applicable rate.

**Section 7.** During work-weeks when four (4) ten (10) hour days are scheduled, the following section shall apply. Employees on such schedule shall receive three (3) days off per week, and a minimum of one (1) day shall be Saturday or Sunday. All hours worked in excess of ten (10) hours in the employee's work shift or an excess of forty (40) hours in any work week or on the fifth day of the work week shall constitute over time work and shall be paid at the rate of time and one-half the employee's regular rate of pay. The Employer may request but the employees shall not be required to work in excess of ten (10) hours in one (1) day. If an employee is called into work on the fifth day of the work-week, the employee shall be offered work or pay for not less than four (4) hours.

**Section 8.** Benefits for employees working as outlined herein shall be paid as if the employees were working a regular work-week of five (5) eight (8) hour days. Payment of sick leave, funeral leave and jury duty pay for the days an employee is scheduled to work but is unable to work, shall be paid on the basis of ten (10) hours per day. If a holiday falls on a day when the employee

is not scheduled to work but he does work four (4) shifts during the week, he shall receive eight (8) hours of holiday pay; if he works only three (3) shifts during the week, because he/she would have worked on the holiday except that the Company chose not to operate on that day, he/she shall be compensated for ten (10) hours of holiday pay.

**Section 9.** The longest continuous hours of work shall be given the regular employees of each department. No new employees or part-time employees shall be employed in any classification with any plant in any day where the regular employees in the same classification are working less than eight (8) hours in that day.

**Section 10.** All hours of work shall be consecutive with these exceptions: No employee shall be required to work over five (5) hours without a rest period or a lunch of at least thirty (30) minutes but no more than one (1) hour. Each shift shall be granted two (2) rest periods of a full, continuous and uninterrupted ten (10) minutes duration, which shall occur after the second and sixth hour of each shift. All rest periods are to be taken on the Employer's time. An employee who voluntarily leaves work prior to the rest break shall not be compensated for such rest break. Nor shall the second rest break in any shift be compensated unless more than six (6) hours have been worked during the shift (the computation of which shall not include the lunch period). An employee who works over two (2) hours past an eight (8) hour shift shall receive an extra lunch break and, if he works through that extra lunch break, shall be paid for an additional thirty (30) minutes at double time.

**Section 11.** The Employer will make every reasonable effort to give the employees as much advance notice of overtime work as possible, and will give timely response to all requests for absence from overtime work. An employee shall be excused from overtime work due to illness, prior arrangement for child care, transportation, medical appointments or other conditions which are beyond the employee's control. An employee wishing to be excused from working overtime must so advise the Employer at the time the overtime work is requested. No employee shall be disciplined for refusing to work overtime where the employee has a bona fide excuse for not performing such overtime, however, an employee may be discharged or suspended for giving a false excuse.

## **ARTICLE 8 • VACATIONS**

**Section 1.** All employees having seniority shall have the benefits of this Article. All employees who have been in the employ of the Employer for a period of one (1) year shall receive six (6) days of vacation with pay; all employees in the employ of the Employer for a period of three (3) continuous years shall receive 13 days of vacation with pay; all employees in the employ of the Employer for a period of ten (10) continuous years shall receive eighteen (18) days of vacation with pay; and all employees who have been in the employ of the employer for a period of eighteen (18) continuous years shall receive twenty-three (23) days of vacation with pay.

**Section 2.** Vacation pay shall be paid at the rate of forty (40) hours for each week of vacation or eight hours for each day.

**Section 3. Vacation Prorate** Employees shall not qualify for full vacation pay unless they have worked 1600 hours in their anniversary year of employment. Any employee who does not work 1600 hours in the vacation year of employment shall receive pro rata vacation pay with the numerator being the actual hours worked and the denominator being 1600 hours. After one (1) year's continuous employment, any employee terminating during any period prior to the anniversary date of employment shall receive pro-rata vacation pay. Such pro rata vacation pay shall be in addition to any earned vacation per Section I of this Article. No such prorata shall be paid if the employee voluntarily quits and fails to give the employer a two (2) week written notice unless the employee can establish their failure to do so was beyond their control, or if such employee is discharged for reasons which do not require the giving of a warning notice under Article 4, Section 2.

**Section 4.** Continuous service shall include eligible time worked for a prior employer who has merged or sold his business to the present Employer in respect to such employee's transferring to the purchasing Employer.

**Section 5.** Two employees per week will be allowed to bid for vacations by seniority on the weeks preceding holidays. The weeks of the holidays will remain blocked from vacations. Once an employee secures one of these holiday vacation weeks, he or she will not be eligible to rebid another holiday week during the same calendar year. For single day vacation usage, the employee must give 2 weeks' advance notice to the Employer. No more than 1 employee per plant shall be entitled to a single day of vacation at any one time. This single vacation day will not be observed immediately prior to or immediately following a holiday nor shall it be observed during or the day prior to a holiday week unless the Employer and Union shall otherwise agree.

## **ARTICLE 9 • HOLIDAYS**

**Section 1.** A holiday week shall be a seven (7) day calendar week in which any of the following six (6) holidays are celebrated: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on a Sunday, the following day shall be recognized as a holiday.

**Section 2.** Each employee shall receive, in addition to his/her regular earnings, a sum equal to eight (8) hours' pay at his/her regular rate in those weeks in which one of the foregoing holidays occurs or is celebrated.

**Section 3.** The Employer shall give the employee at least twenty-four (24) hours' notice if holiday work is to be performed. If an employee works on a holiday, an employee shall be

compensated at the rate of double time for actual time worked in addition to the holiday pay provided in Section 2 above.

**Section 4.** All work performed after thirty-six (36) hours in a holiday week shall be paid for at the rate of time and one-half. The Employer shall not be required to pay daily overtime under Article 7, Section 4 during a holiday week up to four (4) hours, if the employee is not required to work on Saturday. Each employee who has completed sixty (60) calendar days of employment shall qualify for holiday benefits under this Article; provided that employees must work their regularly scheduled workday before and after the holiday to qualify for those benefits, unless the employee can establish the failure to do so was beyond the employee's control. The employee has the burden of proving lack of control.

**Section 5.** 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 at straight-time. The Company shall provide seventy-two (72) hours advance notice of which schedule will be worked. Employees will be required to work these schedules in order to ensure that customer needs are met. Holiday weeks shall include the five days preceding through the five days following any of the holidays specified herein. In the event the company works on Saturday under this provision, such work shall first be offered by seniority on a voluntary basis and if insufficient employees volunteer then such work will be mandatory by inverse seniority.

#### **ARTICLE 10 • HEALTH & WELFARE**

**Section 1.** Benefits Provided to Employees. Health and Welfare benefits shall be earned in accordance with the terms of this Article.

**Section 2.** Contributions Required Based Upon Hours Worked. The Employer shall pay the appropriate amounts specified below, each month for each employee who works a minimum of 80 hours during such months to the Amalgamated National Health Fund regardless of whether the employee is a member of the Union.

For the purpose of this Article, time actually taken off and compensated (such as a paid meal period, a paid holiday, paid vacation time, etc.) shall be considered as time worked. Such contributions shall be earned in one month and shall be due and payable by the tenth (10th) day of the following month.

**Section 3.** The total composite rate premium cost for the full duration of this Agreement shall be \$942 per month. The Employer shall pay \$872 of this amount and the employee shall pay \$70 of this amount.

Healthcare coverage for newly hired employees shall begin the first day of the second month following a thirty (30) calendar day waiting period, including the date of hire.

**Section 4.** At no time shall the Employer pay more than the above contributions and should the trustees increase any of these amounts, the bargaining unit will be responsible for picking up any additional increases. However, the bargaining unit will have a choice as to whether to reduce their wages or to make other modifications to the agreement that cause the Employer to remain whole.

**Section 5.** All employees shall be covered by Workers Compensation or comparable private insurance.

**Section 6.** The Employer is bound by the provisions of the Amalgamated National Health Fund that is made a part of this Agreement by this reference.

**Section 7.** By mutual agreement of both parties, the rate structure may be altered from a composite rate to a tiered structure, provided that the total cost to the Employer is no more than the total amount of the composite rates included in this Article.

**Section 8.** If any portion of this Article is unlawful under the provisions of federal law, the parties shall negotiate a lawful revision.

#### **ARTICLE 11 • PENSION**

**Section 1.** The Employer shall contribute to the National Retirement Fund (NRF) for each eligible employee the amounts required by the Rehabilitation Plan. Eligibility for Pension shall occur upon the completion of 365 days of employment and Eighty (80) hours' of work in the prior calendar month.

**Section 2.** In the event the Employer fails to make the contributions required by this Article, either the Trustees or the Union may sue to recover such contributions, and the Employer will be liable for reasonable attorneys' fees and court costs, including fees and costs on appeal. Any cause of action brought under this Article 11 may be joined with a cause of action brought under Article 10 in the same legal proceeding.

#### **ARTICLE 12 • FUNERAL LEAVE**

After sixty (60) days of employment an employee shall be entitled to funeral leave as follows:

1. Involving the death of the spouse, children, step-children, parents or step-parents: The day of the funeral, the day preceding the funeral, and the day following the funeral;
2. Involving the death of a grandparent, brother, sister, step-brother or step-sister: The day of the funeral and either the day preceding the funeral or the day following the funeral; and

3. Involving the death of a mother-in-law or father in-law: The day of the funeral.

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

Employees claiming funeral pay shall cause the Employer to be notified of his intended absence prior to the commencement of his/her regular work shift following the time of death. Hours paid for funeral pay shall not be considered as hours worked in computing entitlement to weekly overtime.

#### **ARTICLE 13 • JURY DUTY**

Should an employee be called to jury duty after sixty (60) days' employment, such employee shall continue to receive pay in the amount necessary to make up the difference between pay received for jury duty and their regular daily wages for not more than thirty (30) days; provided, that an employee who is released from jury duty prior to the time their regular shift at the plant would normally terminate, shall report to the Employer in person or by telephone, and if requested, and if such employee has sufficient time to change their clothes, shall return to work to complete their normal shift.

#### **ARTICLE 14 • SUBCONTRACTING**

The Employer will refrain from using the services of any person to perform work normally performed by employees covered by this Agreement who does not observe wages, hours and conditions of employment established by labor unions having jurisdiction over the type of service performed. Exceptions: embroidery, reweaving and alterations, rugs and carpets. Provided, however, that embroidery work presently being done by bargaining unit members will not be contracted out so long as the Employer possesses working equipment to do the work. In the event the equipment ceases to be functional, the Employer will meet with the Union to bargain the effects of the loss of the embroidery work impacted.

#### **ARTICLE 15 • AUTOMATION OR TECHNOLOGICAL CHANGES**

**Section 1.** The Employer shall notify the Union five (5) days in advance of placing in effect any technological changes or innovations which would result in a reduction of the work force or a

change in skill levels or classifications, specifying the effective date of such change or innovation. At any time prior to the effective date, the parties, at the request of either, agree to meet to discuss such changes or innovations and the effect thereof

In the event of any dispute over the appropriate wage rate or classification to be applied to any job contended by the Union to be new or different because of technological changes or innovations, the parties shall meet and negotiate an appropriate classification and wage rate. If they are unable to agree, the matter shall be submitted to the permanent arbitrator who shall have authority to legislate an appropriate classification and wage rate. Said rate shall not be more than five percent (5%) less than the minimum rate set forth in Exhibit A nor shall it be more than five percent (5%) greater than the maximum rate set forth in Exhibit A.

**Section 2.** The parties acknowledge the present existence of a plant safety committee at the plant of Employer, consisting of representatives of both labor and management. At the request of either party, meetings of such committee, together with the parties hereto, may be called to discuss the problems of plant safety.

#### **ARTICLE 16 • TRAINING**

Newly hired employees will be paid at not less than 90% of the applicable wage rates set forth in Exhibit A during their probationary period. After completion of probation, they will be paid as contemplated by Article 6.

#### **ARTICLE 17 • UNIFORMS**

When the Employer requires employees to wear uniforms, it shall furnish and launder such uniforms. If an employee demonstrates a need for protective clothing, the Employer will furnish it.

#### **ARTICLE 18 • COMPANY MEETINGS**

Company meetings may be called on Company time and all employees may be required to be present by the Employer. Meetings may be called by the Company on other than Company time provided food is served at. Company expense and attendance is not compulsory. The Employer will post written notice whether the meeting is voluntary or compulsory.

#### **ARTICLE 19 • CHARITABLE CONTRIBUTIONS**

All contributions made by the employees for charity shall be purely voluntary, and at no time shall be a condition of employment or separation.

## **ARTICLE 20 • AUTOMATIC DEDUCTIONS**

Employer agrees to deduct from the wages of any employee who has voluntarily given it a signed authorization to do so such amounts as the employee may wish to have withheld for payment to a credit union and/or charitable or community service organization. Such withholdings, however, shall be subject to such limitations as the Employer payroll system and computer efficiency require.

## **ARTICLE 21 • WASHROOMS**

The Employer shall provide a clean and sanitary washroom and toilet, which shall be thoroughly cleaned and sanitized daily and as the need more often arises. Washrooms shall be equipped with clean towels, toilet tissue, disposable toilet seat covers, soap and sanitary napkins.

## **ARTICLE 22 • LUNCH AREA**

The Employer shall provide a clean, sanitary lunch area with sufficient room for all employees or operate under a split lunch system so that all employees eating during a single lunch period have an individual lunch place. The lunch area shall not be used for any other purposes except meetings or conferences.

## **ARTICLE 23 • FIRST AID**

The Employer will maintain a standard Red Cross first aid kit at the plant for use in emergencies. A comfortable cot and chairs shall be provided.

## **ARTICLE 24 • SUCCESSORS**

This agreement shall be binding upon the parties and their successors. In the event the Employers business is sold, transferred or merged, such business shall continue to be subject to the terms and conditions of this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, assignee, etc. of the business. In the event that the Employer fails to require the purchaser or transferee to assume the obligations of this Agreement, the Employer shall be liable to the Union and to the employees as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable if the purchaser or transferee has agreed to assume the obligations of this Agreement.

## **ARTICLE 25 • OTHER AGREEMENTS**

The Employer will not enter into any individual agreement with employees.

## **ARTICLE 26 • DISCRIMINATION**

Neither party shall discriminate against any employee or applicant for employment because of age, race, religion, national origin, union affiliation, creed, sex, disability, or by reason of matters forbidden by local, state or federal law. Notwithstanding the foregoing, a grievance shall not be arbitrable under this Agreement until or unless the grievant has exhausted his administrative remedies before the appropriate governmental agency. The Union acknowledges that the Employer must comply with the Family Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act, as amended and agrees that no provision of this Agreement shall operate to conflict with such legal duties.

## **ARTICLE 27 • SAVINGS CLAUSE**

Should any Article or provision of this Agreement be illegal or unconstitutional, the remainder of the Agreement shall remain in full force and effect. Such illegal or unconstitutional clause shall be renegotiated by the parties. If the parties cannot agree, the matter shall be referred to an arbitrator under Article HI, who shall have authority to legislate an appropriate provision.

## **ARTICLE 28 • SICK LEAVE**

**Section 1.** Eligibility and accrual rates for, as well as the use of, sick leave shall be governed by the Oregon Sick Leave Law, ORS 653.601, et. seq., as amended. The maximum yearly accrual shall be 48 hours. Accumulation of sick leave shall be capped at one hundred sixty (160) hours.

**Section 2.** Accumulated paid leave will be applied to any periods of leave covered by the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA) including the employee's own or a family member's covered illness or injury. Necessary leaves of absence under OFLA and FMLA will be paid first from the employee's accumulated sick leave benefits and thereafter may be paid at the employee's option from accrued vacation benefits. After exhausting paid leave any remaining leave shall be unpaid.

**Section 3.** Sick leave benefits shall constitute an eligible employee's regular straight-time compensation less any time-loss benefits paid under the health and welfare or under state Worker's Compensation. Sick leave benefits may not be split in increments of less than a full day's compensation less any offsets as provided herein.

## **ARTICLE 29 • HEALTH & SAFETY**

**Section 1. General** The Employer shall make reasonable provisions to assure the safety and health of its employees during their hours of work.

**Section 2.** Both the Union and the Company 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. Appropriate respiratory equipment will be made available.

**Section 3. Protective Equipment** The Company shall make available personal protective equipment at no cost to the employee.

**Section 4. Safety and Health Related Training** The Company shall provide job safety and health related training as required by Federal, State, and Local regulations.

**Section 5.** The parties acknowledge the existence of a State and or Federally mandated plant Safety Committee made up of employees represented by multiple Unions, nonunion employees, and Company Management, prescribing the membership of the committees to insure equal number of employees, who are volunteers or are elected by their peers, and employer representatives and specifying the frequency of meetings.

### **ARTICLE 30 • PRODUCTION STANDARDS**

The union shall be notified of any changes in production standards not less than 30 days before they are implemented and shall have all of the remedies available under Article III, Disputes and Grievances should it object to a Production Standard or the application and discipline that may result over a production standard.

### **ARTICLE 31 • MANAGEMENT RIGHTS**

**Section 1.** The Employer retains all the customary, usual and exclusive rights, decision-making prerogative, functions and authority connected with or in any way incident to its responsibilities to manage the affairs of the Employer. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.

**Section 2.** The exercise of any management prerogative, function, or right which is not specifically modified by a provision of this agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

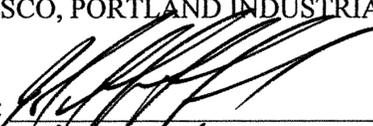
**ARTICLE 32 • DATE AND PERIOD OF AGREEMENT**

**Section 1.** This Agreement shall remain in effect until January 1, 2020 and thereafter without further notice by either party and upon the same terms and conditions contained herein, provided that either party may give notice to terminate this Agreement on December 31, 2019 or at any time thereafter by giving not less than sixty (60) days' previous notice in writing to the other party.

SEIU, LOCAL 49

By:   
Title: President  
Date: 3-9-2017

ALSCO, PORTLAND INDUSTRIAL

By:   
Title: General Manager  
Date: 3/15/17

By: Melissa Espinoza   
Title: Organizer  
Date: 3/9/2017

By:   
Title: ?  
Date: 3-16-17

**EXHIBIT A - CLASSIFICATIONS/WAGE RATES**

<u>Tier I</u>	<u>1-1-17</u>	<u>1-1-18</u>	<u>1-1-19</u>
Washers, Dryers			
Embroiders	13.07	13.67	14.32
<u>Tier II</u>	<u>1-1-17</u>	<u>1-1-18</u>	<u>1-1-19</u>
All Production			
Workers	12.20	12.80	13.45

The annual hourly wage rate increases provided for above shall become effective on the first payroll period after January 1 of each year.

4852-0946-0544, v. 1