



# COLLECTIVE BARGAINING AGREEMENT

*between*

NEW SYSTEM LAUNDRY



SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 49

*in effect from*

JUNE 1<sup>ST</sup>, 2013

— *through* —

MAY 31<sup>ST</sup>, 2016

3536 SE 26TH AVE PORTLAND, OR 97202



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## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I – UNION SECURITY .....	1
ARTICLE II – HIRING .....	2
ARTICLE III – DISPUTES AND GRIEVANCES .....	2
ARTICLE IV – TERMINATIONS AND DISCHARGES .....	3
ARTICLE V – SENIORITY .....	5
ARTICLE VI – PICKET LINES .....	6
ARTICLE VII – WAGES .....	6
ARTICLE VIII – HOURS .....	7
ARTICLE IX – VACATIONS .....	8
ARTICLE X – HOLIDAYS .....	9
ARTICLE XI – HEALTH & WELFARE .....	10
ARTICLE XII – PENSION .....	11
ARTICLE XIII – BEREAVEMENT LEAVE .....	12
ARTICLE XIV – JURY DUTY .....	13
ARTICLE XV – SUBCONTRACTING .....	13
ARTICLE XVI – AUTOMATION, UNEMPLOYMENT, COMPENSATION, INCENTIVE PLANS .....	13
ARTICLE XVII – TRAINING .....	13
ARTICLE XVIII – UNIFORMS .....	14
ARTICLE XIX – COMPANY MEETINGS .....	14
ARTICLE XX – CHARITABLE CONTRIBUTIONS .....	14
ARTICLE XXI – AUTOMATIC DEDUCTIONS .....	14
ARTICLE XXII – CREDIT UNION .....	14
ARTICLE XXIII – HEALTH & SAFETY .....	15
ARTICLE XXIV – LUNCH AREA .....	15
ARTICLE XXV – FIRST AID .....	15
ARTICLE XXVI – SUCCESSORS .....	16
ARTICLE XXVII – OTHER AGREEMENTS .....	16
ARTICLE XXVIII – DISCRIMINATION .....	16
ARTICLE XXIX – SAVINGS CLAUSE .....	16
ARTICLE XXX – SICK LEAVE .....	16
ARTICLE XXXI – MANAGEMENT RIGHTS .....	17
ARTICLE XXXII – DATE AND PERIOD OF AGREEMENT .....	18
EXHIBIT A .....	19
SIDE LETTER .....	20

THIS AGREEMENT, made effective the 31st day of May 2011 between New System Laundry, LLC, herein called the “Employer,” and the Service Employees International Union (SEIU), Local 49, herein called the “Union”.

## **PREAMBLE**

The Employer, the Union and the Employees will treat one another with dignity and respect.

## **ARTICLE I – UNION SECURITY**

Section 1. Bargaining Unit. The Employer recognizes SEIU Local 49, as the sole collective bargaining agent for all the employees in the handling and/or processing of laundry, including all marking, sorting and any and all handling of garments from the time such laundry reaches the plant, until same is checked out to the customer or driver for delivery, but excluding drivers, engineers, janitors and supervisors.

Section 2. Union Security. 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 paragraph shall remain members in good standing and those who are not members on the effective date of this paragraph shall, on the thirty-first (31st) day following the effective date of this paragraph, 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 paragraph 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. Checkoff. The Employer shall deduct from the wages of each employee who has voluntarily given a signed authorization, the initiation fee and dues uniformly required of Union members according to the Constitution and Bylaws of the Union. The monies so deducted shall be remitted to SEIU Local 49, 3536 SE 26th, Portland, OR 97202, including a record of the employees name and social security number and any reason for non payment of dues, not later than the fifteenth (15th) of each calendar month.

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.

Section 6. The designated representative of the Union shall be allowed to visit the plant of the Employer during working times. The Agent or representative must check in upon arrival with management and wear such protective clothing as may be specified. Such visits shall not disrupt or interfere with the prosecution of work. The Employer shall, if possible, make available to the Union a non-work area for the Union to hold meetings with employees during non-working time.

## **ARTICLE II – HIRING**

Section 1. The Employer shall advise new employees at the time of hiring to contact the Union regarding terms and conditions of their employment, including union security.

Section 2. Each month the Employer shall mail a written notice to the Union. Said notice shall set forth the name, social security number, and date of hire of each employee hired within the previous thirty (30) days. In the event the Employer fails to comply with this paragraph (Section 2) (inadvertent clerical error excepted) and the Union is unaware of the hiring of said employee, said Employer shall be liable to the Union for damages, if any, that result therefrom. Said damages shall not exceed a sum of money equal to the initiation fees and dues of the Union which would accrue between the 31st day of employment of any employee affected until such time as proper written notice is given.

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. Electronic Information transmission. The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, location, job title, home address, phone number, status (full time, part time, etc) and date of hire, date of birth. This report shall be in a computer-readable form.

## **ARTICLE III – DISPUTES AND GRIEVANCES**

Grievances subject to the procedures of this Article III 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, a shop steward, if on shift, shall be present, if requested by the employee. If the Union determines that the matter merits further processing, such grievance shall be presented, in writing, to the Employer within ten (10) 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 ten (10) 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 written 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. A matter will be considered timely submitted by the moving party providing the other party written notice within twelve (12) days of filing the grievance or any written extension thereof agreed upon by the parties.

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 fifteen (15) days of the filing of the grievance or any written extension thereof agreed upon by the parties.

The Joint Area Grievance Committee shall have jurisdiction of all grievances referred to it, and shall meet within twenty (20) days of filing the grievance or any written extension thereof. 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 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 above, the other party may proceed as if a deadlock had occurred.

In the event of a deadlock, the parties will automatically submit the dispute to a neutral party 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) days thereafter, the Office of the Federal Mediation and Conciliation Service shall be requested jointly by the parties to submit a list of seven (7) 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. Both parties shall accept the arbitrator remaining on the list.

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 employee, Employer or the Union fail to initiate or prosecute the grievance within the time limitations set forth above, the grievance is waived.

#### **ARTICLE IV – TERMINATIONS AND DISCHARGES**

Section 1. The Employer shall not discharge or suspend any employee, other than a probationary employee, without just cause. The Employer shall not administer any discipline in the presence of non-supervisory employees.

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 of intoxicating liquor while on duty;
- C. Being under the influence of liquor or dangerous 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 accidents or personal injuries;
- G. Gross negligence;
- H. Gross insubordination;
- I. Engaging in a work stoppage not protected by this Agreement or law;
- J. Fighting on Company premises; and
- K. Sexual harassment.

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 fellow employees; and
- G. Failure to follow plant rules authorized by this Agreement.

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. 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 any written warnings, discharges or suspensions of any employee within 5 working days.

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

Section 6. Two (2) valid warning notices within a nine (9) month period may constitute sufficient cause for suspension or discharge even though the warnings are for different offenses.

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

#### **ARTICLE V – SENIORITY**

Section 1. An employee's seniority shall be computed from the time of their employment. However, the employee shall be on probation for ninety (90) days following the date of their employment, during which time the employee shall have no rights accorded by Articles III (solely disciplinary and/or discharge matters), IV, and V of this Agreement.

Section 2. Seniority shall be broken upon termination, termination for just cause, or absence from work for illness or accident (other than industrial accident) for six months.

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 has occurred and falls within the time lines of the above paragraph. Employees shall be granted leaves of absence for good cause. An employee shall not qualify for a leave of absence until six (6) months after his seniority date.

An employee who is off a job because of injury or illness covered by Workers' Compensation and who is able to return to the classification held at the time the injury or illness was sustained shall be reinstated to their former job.

An employee who is off the job because of injury or illness covered by Workers' Compensation and who is unable because of disability to return to their former classification but is able to perform some bargaining unit work, shall be reinstated as follows: The employee shall be reinstated to any bargaining unit work such employee is able to perform for a period of one hundred eighty (180) days from the date of illness or injury and shall have the privilege of bumping a less senior employee. From one hundred eighty one (181) days through three hundred sixty five (365) days, the employee shall retain full seniority rights, less bumping. After three hundred sixty five (365) days, the employee shall be re-employed when available bargaining unit work occurs in preference to new hires.

Section 3. In the event of reduction and restoration of work force, plant seniority shall prevail unless there is a demonstrable difference in ability and competence. Departmental seniority shall prevail in preference over the greater number of hours of work. Additionally, the Employer shall make a reasonable effort to transfer a less senior employee who is qualified to perform the job, when an involuntary transfer to a different department is required due to daily fluctuations in work levels. For purposes of this Article, the term department in a laundry shall mean any one of the following: Counting, wash and tumble, garment finishing, flat finishing, distribution, salvage, stock and mending department.

Section 4. The Employer will maintain a job transfer book for employees that are

interested in changing jobs. Interested employees may sign their names and indicate which jobs they are interested in transferring to when an opening occurs. An applicant signing up for job transfer must meet the qualifications for the job. Qualifications shall be determined by competence, general ability and seniority. 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 ten (10) days' written notice, employees shall be granted up to fifteen (15) working days leave of absence for purpose of Union activities, including attending the International Convention, not to exceed five (5) calendar days, once every four (4) years, regional meetings, not to exceed two (2) calendar days, two (2) times each year, trust activities, and/or for participation in community activities. Each year this leave shall be in addition to the leaves provided for in Section 2. This leave shall be limited to a maximum of one (1) employee at this plant at any time, unless the Employer, in its sole discretion, grants leave to additional employees. Such leave may be extended by mutual agreement of the parties.

#### **ARTICLE VI – PICKET LINES**

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action, nor permanent replacement, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of unions party to this Agreement, but excluding primary picket lines at the Employer's places of business. It shall not be a violation of this Agreement if any employee refuses to perform services for an Employer or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

#### **ARTICLE VII – 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.

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 one (1) hour. 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 makes known his presence to Employer's officials on duty when entering the Employer's premises to talk to employees. The privileges accorded by this Section shall not permit interruption of the performance by bargaining unit employees of their assigned tasks.

Section 6. All employees shall be paid weekly on Friday for work performed through the previous payroll period. Effective as of the last payroll period in January 2000, all employees may be paid every other week on Friday for work performed through the previous payroll period.

Section 7. Incentive plans may be established by mutual consent.

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.

#### **ARTICLE VIII – HOURS**

Section 1. The Workweek. The workweek consists of five (5) eight (8) hour days, Monday through Friday or Tuesday through Saturday.

Section 2. The Day Shift. The day shift is from 5:00 a.m. until 7:00 p.m. Washroom help whose shift commences prior to 5:00 a.m. shall be paid the swing shift wage for the entire shift. Any employee who is assigned work that 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 is 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 shall be paid for at the rate of one and one-half (1 ½) times the regular hourly scale unless an employee fails to work their scheduled shifts during the work week, in which event overtime shall apply solely after 40 hours. All day shift work performed over 40 hours in one week shall be paid for at the rate of one and one half (1 ½) times the regular hourly scale. All work performed on Sundays shall be paid for at the rate of double the regular hourly scale. If a sixth day is worked, it shall be paid at the rate of time and one-half, unless the employee has been absent for some portion of the five (5) prior days, other than due to lack of work, in which event overtime shall be governed by the first sentence of this Section. On a Tuesday through Saturday workweek, Sunday will be paid double time, and Monday will be paid

at time and-half as the sixth day. A day shift worker whose shift does not regularly include overtime work extending beyond 7:00 p.m. shall not be entitled to swing shift premium pay for any portion of the shift.

Section 5. Swing shift shall be paid at the hourly rate herein specified in Exhibit A for straight time hours for each classification plus an hourly premium of \$ .25 per hour for employees hired prior to June 1, 2007. Employees hired after June 1, 2007 will receive fifteen (15) cents per hour shift premium. Any overtime shall be based on such hourly rate of pay.

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. The longest continuous hours of work shall be given the regular employees of each department. No employees **with less than 1 year seniority** 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 8. All hours of work shall be consecutive with these exceptions: No employee shall be required to work over five (5) hours without a lunch or rest period 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 9. 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 childcare, 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 IX – 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 one (1) week's vacation with pay; all employees in the employ of the Employer for a period of three (3) continuous years shall receive two (2) weeks' vacation with pay; all employees in the employ of the Employer for a period of ten (10) continuous years shall receive three (3) weeks' vacation with pay; all employees who have been in the employ of the Employer for a period of eighteen (18) continuous years shall receive four (4) weeks' vacation with pay- ;

and all employees who have been in the employ of the Employer for a period of twenty-five (25) continuous years shall receive five (5) weeks' vacation with pay.

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

Section 3. Vacation Prorate. Employees shall not qualify for full vacation pay unless they have worked 1600 hours in their anniversary year of employment. An 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 1 of this Article IX. No such prorate 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 IV, Section 2.

Section 4. Earned vacation shall be paid prior to the commencement of the vacation period if requested not less than two (2) weeks prior to the commencement of such vacation.

Section 5. 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.

#### **ARTICLE X – 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 regular earnings, a sum equal to eight (8) hours' pay at his regular rate in those weeks in which one of the foregoing holidays occurs or is celebrated.

Section 3. Work may be performed on one of the foregoing holidays or on Sunday only in cases of emergency with the mutual agreement of the parties. 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. During the work period around scheduled holidays, management will be allowed to work employees for four (4) days paid at nine (9) hours straight time for each day. Management may choose to work the four (4) nine (9) hour days before, after, or around the scheduled holiday. The four (4) nine (9) hour day period is to be in lieu of employees having to work on a Saturday during a scheduled holiday week. If a Saturday becomes necessary during a holiday week, it shall be paid at time and one half ( 1 ½) for all hours worked. 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 such 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. Each employee who has been in the employ of the Employer for at least one (1) year is entitled to a personal holiday during each anniversary year of employment and shall be compensated therefore in accordance with Sections 2 and 3 hereinabove.

Each employee who has been in the employ of the Employer, prior to June 1, 2007 for at least three (3) years is entitled to a personal holiday in addition to the one granted in the paragraph above during each anniversary year of employment and shall be compensated therefor in accordance with Sections 2 and 3 hereinabove.

The employee must give two (2) weeks' notice to the Employer prior to the holiday. No more than one (1) employee per plant shall observe this holiday at any one time. This holiday 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 XI – 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 the minimum hours referenced below 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. The increased amounts specified below shall be effective with payments due on June 1 of each year as indicated:

Effective **August 1, 2013**, monthly plan contribution will be **eight hundred eight dollars (\$ 808.00)**, per month, per eligible employee, for employees who work eighty (80) hours or more in the prior calendar month. The Employer's monthly contribution will be **seven hundred three dollars (\$ 703.00)** and the Employee's monthly contribution will be **one hundred five (\$ 105.00)** dollars. Effective July 1, 2014, monthly plan contribution will be **eight hundred seventy three dollars (\$ 873.00)**, per month, per eligible employee, for employees who work eighty (80) hours or more in the prior calendar month. The Employer's monthly contribution will be **seven hundred sixty eight dollars (\$ 868.00)** and the Employee's monthly contribution will be **one hundred five (\$ 105.00)** dollars. **Effective July 1, 2015, monthly plan contribution will be nine hundred forty two dollars (\$942.00), per month, per eligible employee, for employees who work eighty (80) hours or more in the prior calendar month.**

**The Employer's monthly contribution will be eight hundred thirty seven dollars (\$837.00) and the Employee's monthly contribution will be one hundred five dollars (\$105.00).**

Section 3. The Employer will make contributions for new hires, the first of the month following one hundred and eighty (180) days of employment, provided they have worked eighty (80) hours in the prior calendar month. New hires coverage will begin the first of the month following the employer's contribution.

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 contribution to the pension plan, 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 with different rates based on coverage selected, starting in July 2014, and on the plan renewal date thereafter, provided that the total cost to the Employer is no more than the total amount of the composite rates included in this article.**

## **ARTICLE XII – PENSION**

Section 1. The Employer shall contribute thirty six dollars and eighty-one cents (\$36.81) per month to the National Retirement Fund (NRF) for each eligible employee. Eligibility for pension shall be the first day following three hundred sixty five (365) calendar days on the payroll on which such person has accumulated eighty (80) or more hours. If employment occurs after eighty (80) hours' employment within the same calendar month for a prior contributing Employer, the Employer shall not pay for that month and shall not include such employee in the monthly report. **The Employer shall cease to participate in the NRF, effective July 31, 2013 and shall make such payments, if any, to NRF as arise out of its withdrawal from the NRF.**

Section 2. The Employer's obligation shall be limited to the monthly rate of contribution specified in Section 1 of this Article XII. , unless greater sums are required by Trustees under the Preferred Schedule for rehabilitation of the Plan.

Section 3. A worker on vacation shall be considered present and working for the purposes of this Article.

Section 4. All payments, together with the monthly report form, shall be made on or before the 15<sup>th</sup> day of each month.

Section 5. 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 XII may be joined with a cause of action brought under Article XI in the same legal proceeding.

Section 6. The Employer is bound by the provisions of the National Retirement Fund (NRF), together with modifications thereof, which is made a part of this Agreement by this reference.

Section 7. Effective June 1, 2010, based upon hours worked in May 2000, the parties adopted the Preferred Schedule of the NRF Rehabilitation Plan.

Section 8. **Effective August 1, 2013, all employees will be enrolled in a company sponsored 401(k) retirement plan. The employer will make monthly contributions into the 401(k) plan equal to two and one half percent (2.5%) of the employee's gross monthly wage. Employees are not required to contribute to the plan but may elect to make voluntary contributions as described in the plan documents.**

### **ARTICLE XIII – BEREAVEMENT LEAVE**

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

- A. Involving the death of the spouse, children, stepchildren or parents, the day of the funeral, the day preceding the funeral, and the day following the funeral.
- B. Involving the death of a grandparent, brother or sister, stepparent, stepbrother or stepsister. The day of the funeral and either the day preceding the funeral or the day following the funeral; and
- C. 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 fall 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 bereavement leave pay for any of such days falling on a Saturday or Sunday. A Tuesday to Saturday employee shall not receive bereavement leave pay for any of such days falling on Sunday or Monday. An employee shall not be entitled to both bereavement leave pay and holiday pay for the same day.

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

**ARTICLE XIV – 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 XV – 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: reweaving, alterations, rugs, carpets and labeling.

**ARTICLE XVI – AUTOMATION, UNEMPLOYMENT, COMPENSATION, INCENTIVE PLANS**

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.

Section 2. 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.

**ARTICLE XVII – TRAINING**

Months of Employment	% of Classification Rate of Work Performed
Year 1	80%
Year 2	90%
Year 3	95%
Thereafter	100%

## **ARTICLE XVIII – 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.

The Company shall allow employees to wear reasonable affirmation of union support for the Union, including small pins, stickers, or items of a similar nature on personal garments, none of which affect the safety or performance of employees.

## **ARTICLE XIX – 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 XX – 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 XXI – 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 XXII – CREDIT UNION**

Section 1. The Company agrees to make deductions from an employee's pay and transmit to the Western States Regional Federal Credit Union, amounts authorized in an authorization form signed by the employee.

Section 2. The Company agrees to transmit the amounts deducted by check, with a list of employee names with social security numbers for identification.

Section 3. The Company agrees to transmit the deductions each payroll period. The Credit Union deductions are to be sent separate from the Union Dues deduction.

Section 4. The Western States Regional Federal Credit Union is located at 920 S. Alvarado St. Los Angeles, California, 90006-3008.

### **ARTICLE XXIII – HEALTH & SAFETY**

Section 1. The Employer shall make reasonable provision to assure the safety and health of its employees during their hours or work. The Union agrees to cooperate with the Company to ensure that all employees comply with rules, regulations, and practices that may be necessary to provide safe, sanitary, and healthful working conditions.

Section 2. Both the Union and the Company recognize that there are specific obligations under Federal, State, and Local standards and guidelines, including those addressing hazard communications, lock-out/tag-out, and blood-borne pathogens, personal protective equipment, and Hepatitis B vaccinations.

Section 3. The Company shall provide job safety and health related training if required by Federal, State, or local regulations. Such training shall take place at intervals that comply with the applicable regulations and standards.

Section 4. Protection from Heat Stress. The Company shall provide clean drinking fountains or bottles of cool water and clean cups, to allow easy access by employees for frequent drinking. In hot environments, the Company shall take measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced work loads and increased rest breaks, and will consider recommendations provided by the Safety and Health Committee.

Section 5. 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.

Section 6. The parties acknowledge the existence of an established plant safety committee at the Employer's place of business consisting of employees represented by multiple Unions, non-union employees, and Company management. At the request of either party, meetings of such committee, together with the parties hereto, may be called to discuss the problem of plant safety.

Section 7. The Employer shall abide by all applicable laws and regulations regulating health and safety.

### **ARTICLE XXIV – 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 purposes except lunches, meetings or conferences.

### **ARTICLE XXV – FIRST AID**

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

## **ARTICLE XXVI – SUCCESSORS**

This agreement shall be binding upon the parties. In the event that the business is sold, transferred or merged, the Employer, as a condition of sale, shall require the purchaser to recognize the Union. In the event that the purchaser agrees to assume this agreement, the Union will accept such assumption.

## **ARTICLE XXVII – OTHER AGREEMENTS**

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

## **ARTICLE XXVIII – 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 ORS 659A.142. 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.

## **ARTICLE XXIX – 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 III, who shall have authority to legislate an appropriate provision.

## **ARTICLE XXX – SICK LEAVE**

Section 1. Effective June 1, 2007 regular employees covered by this Agreement will accumulate sick leave from that date at the rate of one-half (½) day for each calendar month during which the employee is actively employed to a maximum accumulation of thirty (30) days' sick leave. An employee shall be eligible for sick leave pay on account of illness or accident which prevents employment for three (3) consecutive days on account of such sickness or accident. On the third (3<sup>rd</sup>) consecutive day, employees will receive payment of sick leave, waiting period specified herein shall not be cumulative, but shall apply to each illness or accident which prevents employment; provided, however, that there shall be no waiting period for absence in the event of hospitalization and no waiting period beyond the first day of absence in the event of an on-the-job injury qualifying an employee for state Workers' Compensation benefits.

Section 2. Accumulated sick leave provided herein shall be used for absence due to bona fide illness or injury only and shall not be paid for any other purpose or in the event of termination of employment. The Employer may require proof of illness or injury requiring absence from work.

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.

**Section 4. FMLA/OFLA leave. Employees on FMLA or OFLA leave because of a personal medical condition shall be allowed to choose their accrued vacation entitlement, not to exceed three days. Additional paid leave thereafter shall integrate accrued sick leave with short term disability compensation and additional accrued vacation if available. Employees on FMLA or OFLA leave because of a personal serious medical condition, may choose the order in which the leave is accessed, but shall in no event contemporaneously access vacation and other leave benefits. If the employee is unable to contact the employer to state their access choice prior to submission of its payroll information to its payroll administrator, the choice shall be deemed to be sick leave. Employees hospitalized on the first day of FMLA or OFLA leave will first utilize their sick leave and short term disability compensation; and then utilize their vacation accrual if available.**

#### **ARTICLE XXXI – 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 XXXII – DATE AND PERIOD OF AGREEMENT**

Section 1. This Agreement shall be in effect from **June 1, 2013** to May 31, **2016** 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 May 31, **2016** or at any time thereafter by giving not less than sixty (60) days' previous notice in writing to the other party.

Section 2. It is further agreed that each signatory to this Agreement accepts the above Agreement in its entirety as binding and in full force and effect for any laundry and/or location acquired or presently owned which is within the territorial jurisdiction of the Union during the life of this Agreement, upon the signing of this Agreement. Any Employer who enters into a franchise agreement within the territorial jurisdiction of the Union will, upon request from the Union, supply a copy of such agreement to the Union.

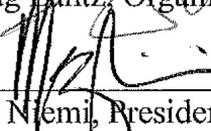
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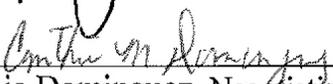
NEW SYSTEM LAUNDRY, LLC

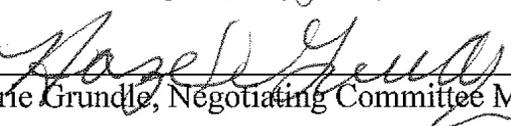
By:   
Mark Rawlinson

SEIU Local 49

By:   
Doug Lantz, Organizer, SEIU Local 49

By:   
Meg Niemi, President, SEIU Local 49

By:   
Cynthia Dominguez, Negotiating Committee Member

By:   
Marie Grundle, Negotiating Committee Member

**EXHIBIT A**

CLASS I

<b>Classification</b>	<b>Effective 6/1/2013</b>	<b>Effective 6/1/2014</b>	<b><u>Effective 6/1/2015</u></b>
Washer	12.22	12.32	12.42
Extractor & Dryer	12.05	12.15	12.25
Linen Supply & Industrial Dry Cleaner	12.06	12.16	12.26

CLASS II

<b>Classification</b>	<b>Effective 6/1/2013</b>	<b>Effective 6/1/2014</b>	<b><u>Effective 6/1/2015</u></b>
Foreperson	11.43	11.53	11.63

CLASS III

<b>Classification</b>	<b>Effective 6/1/2013</b>	<b>Effective 6/1/2014</b>	<b><u>Effective 6/1/2015</u></b>
Markers & Sorters, Bundle Assemblers, Stock, Salvage, Operations & Seamstresses, Menders, Garment Finisher	11.45	11.55	11.65
Garment Folder	11.30	11.40	11.50
Utility Operator	11.45	11.55	11.65

CLASS IV

<b>Classification</b>	<b>Effective 6/1/2013</b>	<b>Effective 6/1/2014</b>	<b><u>Effective 6/1/2015</u></b>
Flat Feeders, Folders, Stackers, Tiers & Wrappers	11.25	11.35	11.45

**SIDE LETTER**

This Side Letter is executed contemporaneously with and is considered part of the 2013-2016 Collective Bargaining Agreement between the parties.

It is the intent of the parties that holiday week be treated as identical to the payroll week.

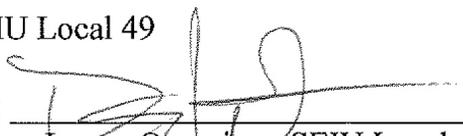
The fact that the Employer has withdrawn its proposal to revise its drug policy shall not preclude either party, during the term of this Agreement, from negotiating to modify such policy.

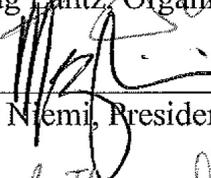
Dated: \_\_\_\_\_, 2013.

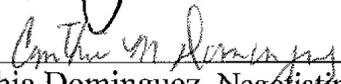
NEW SYSTEM LAUNDRY, LLC

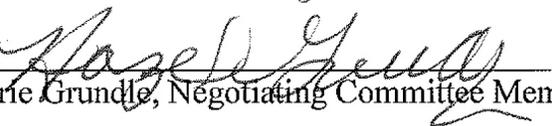
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