# Agreement by and between UFCW 3000 and ALSCO

(American Linen Supply Company)

Effective: 9/1/2022 - 8/31/2025



# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."

## Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:



You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.



Management cannot retaliate against an employee requesting representation.



Management must delay questioning until the union steward arrives.



It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## **Discipline? Contract violations?**

## Call the **Member Resource Center**

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

#### Table of Contents

Preamble	. 1
Article 1 - Recognition & Union Security	. 1
Article 2 - Part-Time Employees/Dues Check-Off	2
Article 3 — Workweek	3
Article 4 — Holidays	4
Article 5 — Seniority	5
Article 6 — Vacations	6
Article 7 — Wages	7
Article 8 - Health and Welfare	8
Article 9 - Sick Leave	10
Article 10 – Bereavement Leave	10
Article 11 - General Conditions	10
Article 12 - Grievance Procedure	12
Article 13 - Management Rights	12
Article 14 - Savings Clause and Scope of Agreement	12
Article 15 - Contract Period Modification and Termination	12
Appendix A - Wage Scale	14
Letter of Understanding- Drug and Alcohol Policy	15
Letter of Understanding— Western Benefit Trust	16
Letter of Understanding —Labor Management Committee	17
Letter of Understanding Covid-19 Layoffs	18
Letter of Understanding Health Benefits Eligibility	19
Letter of Understanding	20

#### 2022 - 2025

#### AGREEMENT By and Between

### ALSCO SEATTLE and

#### UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 3000

#### **PREAMBLE**

This Agreement is made and entered into by and between ALSCO—Seattle, Washington, hereinafter referred to as the "Company or Employer" and the United Food and Commercial Workers Union Local 3000, hereinafter referred to as the "Union."

#### **ARTICLE 1 -RECOGNITION AND UNION SECURITY**

- 1.01 <u>Bargaining Unit</u>. The Employer recognizes United Food and Commercial Workers Union Local #3000 as the sole and exclusive collective bargaining agent and representative for all employees working in classifications listed under this Agreement.
- 1.02 <u>Union Security</u>. After thirty (30) days of employment, all employees who are not members of Local #3000 are to become members of the said Union as a condition of employment. Payment of initiation fees, regular monthly dues and assessments are necessary to maintain good standing with the Union.
- 1.03 Upon receipt of a letter requesting termination of an employee who has not complied with Article 1.02 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied with the Union membership requirements of Article 1.02 of the Agreement within fourteen calendar days from the date of written request for termination, his/her employment shall automatically be terminated.
- 1.04 Master Lists/Status Reports. Each month, the Employer shall provide an electronic report of all employees in the bargaining unit. Such report shall include the employee's first name, middle initial and last name, last four digits of his or her social security number or other unique employee identification number, home address (including city, state and zip), home phone number, cellular phone number, personal email address, date of birth, as provided to the Employer, work location, department, job classification, wage rate, FTE status (or hours per week), bargaining unit/union contract, company employee number, shift, date of hire, date of re-hire or date transferred into the bargaining unit and/or date of termination or date transferred out of the bargaining unit, current status (active, leave of absence, L&I, etc), gross earnings or total hours worked in the month.
- 1.05 <u>Dues/Initiation Fees:</u> During the term of this Agreement, the Employer shall deduct all Union dues and fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union within five (5) business days by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, last four digits of his or her social security number, or other unique employee identification number, and dollar amount deducted by

pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

- 1.06 <u>Political Action Fund Deductions</u>: The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. Deductions will be promptly transmitted to the Union within five (5) business days by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, last four digits of his or her social security number, or other unique employee identification number, and dollar amount deducted by pay period.
- 1.07 The Union and each employee authorizing the assignment of wages for the payment of Union dues or voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee.
- 1.08 New Employee Orientation: The Employer will allow the Union Representative or Union Steward a fifteen (15) minute meeting with new employees at the end of orientation not more frequently than once each week. The meeting will be on the new employee's paid time. The Employer shall provide the newly hired employee a copy of this Agreement and a link to the Union's new employee orientation page: https: <a href="https://www.ufcw3000.org/new-members">www.ufcw3000.org/new-members</a>.
- 1.09 Union Leave: Upon two weeks advance request of the Union, leaves of absence without pay for Union business not to exceed-seven days may be granted by the Employer to one employee at a time regardless of length of service. Any request for a leave of absence under the terms of Sections 1.09 shall be in writing and state the following information:
  - 1. Reason for such request;
  - 2. Date leave is to begin; and,
  - 3. Date of return to work.

#### **ARTICLE 2 -PART-TIME EMPLOYEES**

2.01 It is understood and agreed that no new employees will be added to the present personnel in each place of business until at least ninety (90) percent of the present employees in the employ of the Employer shall receive full time, forty (40) hours weekly employment. The choice of the employees to receive full time is to be left to the judgment of the management.

#### **ARTICLE 3 — WORK WEEK**

3.01 Forty (40) hours shall constitute a week's work for all bargaining unit employees to be worked in five (5) consecutive days, Monday through Friday or Tuesday through Saturday, between the hours of 5:00 a.m. and 7:00 p.m. A second shift may start within thirty (30) minutes from the end of the first shift and a third shift may be added within the hours of 9:00 p.m. and 6:00 a.m.

- 3.01.1 If required for business reasons, the Employer may implement a workweek of five consecutive days, which includes Sunday.
- 3.02 All employees reporting for work, unless instructed to the contrary via a telephone call prior to shift to the phone number on file with the Company, shall be guaranteed not less than four (4) hours employment on the day reporting, except in case of elements beyond natural control. All time worked in excess of the regular eight (8) hour day and all time worked in excess of forty (40) hours per week, shall be paid at the rate of time and one half (1-1/2). Double time shall be paid for any work performed on Sunday, unless that work is pursuant to a regular workweek per 3.01.1.
  - 3.02.1 Notwithstanding the overtime provisions of Sections 3.02, if the Employer posts a 4-10 work schedule, then employees shall be paid at one and one-half (1-1/2) times the straight-time rate for scheduled time in excess of ten (10) hours in a day or forty (40) hours in a week. Unscheduled hours shall be paid at the overtime rate after the employee has worked ten (10) hours in a day or forty (40) hours in a week.
  - 3.02.2 <u>Flexible Scheduling.</u> Provided employees are notified by 9 a.m. Friday, they may be scheduled for up to nine (9) hours at straight-time pay on two days during the following week. Such notification shall be on a department basis (the employer must apply the requirement to all employees in the relevant department in order to enforce the overtime waiver). If the Employer fails to provide the notice by 9 a.m. Friday, the overtime requirements do not change.
- 3.03 Subject to the needs of business, the Employer may operate departments on the basis of a one (1) hour earlier starting time, provided the Union is notified of such operational change in advance. The starting time of 5:00 a.m. only, as provided in Section 3.01, will not apply if the employer exercises this option.
- 3.04 There shall be a rest period often ten (10) minutes in every continuous four (4) hour period of employment. No employee shall be required to work more than three (3) hours without a rest period.
- 3.05 Regarding overtime, if less than a full crew of a work station is needed, the Employer shall request voluntary overtime. If an insufficient number volunteer, the remainder may be assigned by inverse seniority, the least senior employee being the first assigned.
- 3.06 In the event it is necessary to assign overtime, affected employees shall be notified no later than the last scheduled break of the day, unless the requirement for overtime is caused by an emergency, such as machinery breakdown, power outages or other unanticipated events.

#### **ARTICLE 4 -HOLIDAYS**

4.01 It is agreed that the following shall be observed as paid holidays and if they fall on a Sunday the following Monday shall be observed as a holiday:

New Years Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day

Fourth of July	Martin Luther King Day

If a holiday falls on Saturday, the employee shall be paid for the holiday.

- 4.01.1. Employees with five (5) or more years of service shall be eligible for one floating holiday. Employees hired before September 1, 2019, shall be entitled to a floating holiday in addition to the one earned after five (5) years of service. The floating holiday(s) shall be scheduled by mutual agreement. In cases of conflict, seniority shall prevail. Unused holidays shall not be rolled over to the next anniversary year.
- 4.01.2 The Employer shall have an option to observe President's Day. If the Employer elects not to observe President's Day, employees shall be allowed one floating holiday to be scheduled at a mutually agreeable time.
- 4.02 Employees are eligible for holiday pay if employee has been in the employ of the Company for ninety (90) days prior the holiday.
- 4.03 It is agreed that holiday pay shall be paid to each employee except those who absent themselves during any scheduled working time during the holiday week, are on a leave of absence, or miss a Friday preceding a Monday holiday.

Where there is one occurrence of tardiness on a workday during the holiday week of less than one hour, such tardiness shall not affect an employee's holiday eligibility.

- 4.04 Notwithstanding section 4.03, it is agreed that holiday pay shall be paid in the event an employee is excused in writing by the Employer, is on vacation, is off due to medical reasons supported by a doctor's certificate -but has worked at least one (1) day during the holiday week, or after ninety (90) days of employment is on funeral leave in accordance with Article 10.01.
- 4.05 It is agreed that after thirty-two (32) hours of employment in a holiday week, all extra time will be paid at the rate of time and one half (1-1/2) except where a holiday falls on a normal day off, then forty (40) hours may be worked at straight-time. In order to be eligible for holiday pay, the employee must report and be available for forty (40) hours of such employment.

#### **ARTICLE 5 - SENIORITY**

5.01 Each employee covered by this Agreement shall have seniority rights as set forth in this Article and subject to any other articles that refer to seniority. The first ninety (90) days of employment shall be a probationary period and seniority does not apply. The order of seniority shall be based on the beginning date of employment in the plant. Each new employee's name shall be added to the seniority list after ninety (90) days of employment. In the event more than one employee is hired on the same day, the employees' names shall be added in alphabetical order.

Employees shall lose their seniority and employment considered broken, for the following reasons:

- 1) Discharge for just cause;
- 2) Voluntary quit;
- 3) Layoff of more than six months duration;

- 4) Illness or accident of six (6) months from the beginning of such absence: provided, however, that upon return to work the employee must be able to perform all of the regularly assigned duties of the classification which was their classification at the time such absence began, unless otherwise mutually agreed to between the Employer and the Union.
- 5.02 The principles of seniority as set forth herein shall be observed and any dispute as to interpretation of these principles shall be taken care of in conformance with the grievance procedure set forth in this Agreement.
- 5.03 In the layoff and recall of employees, seniority shall be given every consideration providing the employee is qualified to perform the available job. Layoff and recall shall be handled on a departmental basis rather than a plant wide basis.
- 5.04 Where a promotional opportunity (increase in pay) occurs and the skills and abilities of the applicants are, in the Employer's judgment, equal, seniority shall be utilized in selecting the person for the job.
- 5.05 Should there be no promotable applicant, the Employer is free to fill job vacancies in any convenient manner.
- 5.06 Any employee given a job vacancy as provided herein shall be permitted to return to a job of equal pay within thirty (30) days of their filling the vacancy.
- 5.07 Seniority shall also be applicable with respect to employee's preference for vacations by departments within a plant, and to shift assignments.

#### **ARTICLE 6 - VACATIONS**

6.01 It is agreed that all employees who have been in the continuous employment of the Employer shall receive a paid vacation in accordance with the following schedule:

After one (1) year employment	-one (1) week
After three (3) years employment	-two (2) weeks
After ten (10) years employment	-three (3) weeks
After eighteen (18) years employment	-four (4) weeks

- 6.02 The third (3rd) and fourth (4th) weeks are to be mutually agreed upon between the Employer and the employee. Subject to approval by the Employer, any employee with 10 years of seniority may schedule a three week vacation during off-peak times of the year and any employee with 18 years of seniority may schedule a four week vacation during off peak times of the year.
- 6.03 No employee shall be entitled to vacation pay in lieu of vacation.
- 6.04 Should a holiday fall during the period of any employee's vacation, then that employee shall receive an extra day's vacation or an extra day's pay in lieu thereof, at the Employer's option. Employees may not take vacation or personal days during a holiday week unless expressly agreed to by management.
- 6.05 The Employer shall pay vacation pay at the employee's rate of pay at the time the vacation is taken.

- 6.06 Earned vacation time must be taken within twelve (12) months from the date the vacation was awarded.
- 6.07 Employees who are separated from employment with the Company will be paid all accrued but unused vacation at the time of separation.

#### **ARTICLE 7 -WAGES**

- 7.01 Classifications and wage rates are set forth in Appendix A.
- 7.02 There shall be a third shift premium for a total of twenty-five cents (\$.25) above the regular scale for hours worked.
- 7.03 Where an employee is temporarily transferred, for a time exceeding two (2) hours in a single shift, to other employment, they shall be paid the scale provided for the classification, but in no case to be less than the scale provided for in their regular employment.

#### **ARTICLE 8 -HEALTH AND WELFARE AND PENSION**

8.01 The Employer agrees to pay up to \$800 per month for the term of the contract to the United Food and Commercial Workers Fund for each eligible employee who received compensation for eighty (80) hours or more in the previous month, if needed to maintain the level of benefits. At the option of the employee, coverage may be selected as provided in Section 8.03 below with the Employer contributing up to the same amount as stated above.

If the foregoing employer contributions are not enough to adequately fund the benefit levels, the trustees shall make adjustments to benefit levels and/or employee contribution rates so that the benefits are adequately funded. In that event the parties will meet to renegotiate the health and welfare portions only of this Agreement.

- 8.02 <u>Calculation of Employee Eligibility and Contribution Amounts.</u> The Parties to this Agreement recognize and adopt the Trust Fund's eligibility rules which require an accumulation of 1200 hours of service to obtain eligibility for employee-only benefits under the Trust Fund benefit plan (not including the required one month lag period).
  - 8.02.1 <u>Regular Employees.</u> Upon accumulation of 1200 compensable hours of service, an employee shall be deemed a regular employee and the Employer contribution rate shall be paid \$800 for covered employee for each month in which an employee earns eighty (80) hours or more of compensable service.
  - 8.02.2 It is understood that an employee transferring from one plant to another who has achieved eligibility as provided for herein, is covered from the date of employment and shall not be deemed a new employee for purposes of application of the payment calculation. It is further understood that if a regular employee does not qualify because of sickness or disability, the Employer shall be obligated to continue to pay required contributions as calculated herein as if the employee had worked eighty (80) hours or more for up to three (3) continuous months of payments. Such payments are not intended to be in addition to payments, if any, required by F.M.L.A, provided that the Employer recognizes its obligation(s) to provide benefits described in this section for

use by an employee and/or dependents as provided for by the Family Medical Leave Act.

- 8.03 <u>Supplemental Contributions.</u> This Agreement authorizes the Employer to deduct from pretax compensation additional sums as may be elected by a covered employee for certain Trust Fund benefit coverage beginning with the first month of Trust Fund eligibility following the Trust Fund lag month. All employer contributions and any additional wage calculations owing to the Trust Fund shall be deemed Employer Contributions for purposes of reporting and recordkeeping by the Trust Fund. Upon appropriate election for coverage by a covered employee, any failure by an Employer to make the appropriate internal compensation calculation and/or payment to the Trust Fund shall nevertheless be deemed an employer payment obligation to the Trust Fund.
  - 8.03.1 <u>Single Coverage</u>. Eligible employees who elect single coverage under the rules of the Trust Fund hereby authorize the Employer to internally deduct the sum of 7% of the total Plan A premium per month or 4% of the total Plan B premium per month for remittance to the Trust Fund beginning with the employee's first week of eligibility for benefits.
  - 8.03.2 <u>Dependent Family Coverage</u>. Family coverage for employee and spouse/children dependent coverage may be elected by Eligible employees. Employees electing such coverage hereby authorize the Employer to internally deduct the sum of 12% of the total Plan A premium per month or 10% of the total Plan B premium per month for such dependent coverage beginning with the employee's first week of eligibility for benefits.
  - 8.03.3 All supplemental employee contributions as provided for this Section 8.3 shall begin effective with the first month of eligibility following the Trust Fund lag month.
- 8.04 Notwithstanding the foregoing provisions, if any employee shall be disentitled to benefits under the Trust Fund by reason of the Employer's fault in delinquency or non-payment of contributions, such Employer shall be liable to such employee for the full amount of the lost benefits together with reasonable attorney's fees and costs. Acceptance of payment by the Trust Fund or later collection of delinquent amounts owing shall not absolve the Employer of this liability.
- 8.05 <u>Pension Acceptance of Trust Agreement</u>:\* The Employer and the Union agree to be bound by the terms and provisions of the Trust Agreement creating the Sound Retirement Trust dated January 13, 1966, and as subsequently amended, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. Further, the Employer accepts as its representatives, for the purpose of such Trust Fund, the Employer Trustees who serve on the Board of Trustees of said Trust Fund and their duly appointed successors.
  - 8.05.1 All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per employee.
  - 8.05.2 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

- 8.05.3 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.
- 8.05.4 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.
- 8.06 <u>Pension Eligibility</u>. Employees shall become eligible for pension contributions effective the first day of the month following one (1) year from the date of employment.

#### 8.07 Sound Retirement Trust Payment Required

8.07.1 The Employer shall continue to make such payments as are required in accordance with the Rehabilitation Plan which provides for payments as follows:

	1/:	1/2023	1/	1/2024	1/:	1/2025
Base	\$	0.07	\$	0.07	\$	0.07
Pre-Rehab						·
Rate	\$	0.18	\$	0.18	\$	0.18
Rehab Rate	\$	1.192	\$	1.222	\$	1.252
Total	\$	1.442	\$	1.472	\$	1.502

- 8.07.2 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December, 2021, with the Preferred schedule to be effective with respect to those plan participants subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and applicable Schedule, and the Employer's active participants will continue to earn benefit accruals until such effective date of the employer's contributions to the Sound VAP under Section 8.08. Until the effective date of the employer's contributions to the Sound VAP, the Employer will contribute the above amounts.
- 8.07.3 Effective the first day of the month occurring on or after 15 days following ratification, the Employer will contribute as follows:

The Employer will continue to contribute to the Sound Retirement Trust at the rates stated in the Section 8.07.1 above, <u>LESS</u> 125% of the Employer's contributions on which employee accruals are based under the Sound Retirement Trust.

- 8.07.4 Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan.
- 8.08 Sound VAP Trust Employer Contributions: Effective the first day of the month occurring on or after 15 days following ratification, the Employer will contribute for each eligible employee to the Sound VAP in accordance with this Section. As of such effective date, future service benefit accruals will be earned in the Sound VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans.
  - 8.08.1 The Employer will contribute \$.25 per hour worked for each eligible active participant to the VAP commencing with such effective date.
  - 8.08.2 Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement.
  - 8.08.3 Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.
  - 8.08.4 The employer also will contribute three cents (\$0.03) per hour for the stabilization reserve for each eligible active participant to the VAP, commencing with such contribution effective date through the term of this Agreement.
  - 8.08.5 The Employer agrees to promptly provide, upon written request, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

#### **ARTICLE 9 -SICK LEAVE**

- 9.01 Each eligible employee shall accumulate paid sick leave at the rate of one hour (1) for every forty (40) hours worked. Unused paid sick leave of forty (40) hours or less may be carried over to the following year. Employees are entitled to use accrued paid sick leave beginning on the ninetieth (90) calendar day after beginning employment. Sick leave is to be paid at the employee's current rate of pay and may be used only for those purposes authorized by Washington State law.
- 9.01.1 Employees with 40 hours or more of sick leave can choose to cash-out their sick time in excess of the 40 hours. To do so, the employee must give the Employer written notice of

the desire to cash-out such excess sick leave before November 30 of each year for payout in the second pay period of December.

#### ARTICLE 10 -BEREAVEMENT LEAVE

10.01 If the eligible employee covered by this Agreement suffers a death in the immediate family, such employee shall be entitled up to three (3) working days off with pay. Such pay shall be for time lost. If the Employer approves, an additional up to five days of unpaid leave may be granted if travelling outside of the Country. The Employer may require the employee to submit evidence of the need for such bereavement leave.

10.02 Immediate family shall be defined as wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, step children, and grandparents. Eligible employees are those who have passed probation under Article 5.01.

#### **ARTICLE 11 -GENERAL CONDITIONS**

- 11.01 The Business Representative shall have access to the plant at all times for the transaction of business, and must make his/her presence known at the office. The Business Representative shall not interfere with employees during the performance of their duties.
- 11.02 Paychecks. All employees shall be paid weekly or biweekly by direct deposit.
- 11.03 All employees laid off, discharged or who quit of their own volition, shall receive all wages and personal property on the next regular pay day in the week following.
- 11.04 Picket Line; No Strike -No Lockout. There shall be no strikes, sympathy strikes, or work stoppages during the life of this Agreement, providing that an employee's refusal to pass through or work behind a lawful primary picket line shall not be construed as a violation of this Agreement or cause to discharge by the Employer. The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a general strike, riot or civil commotion, for the protection of the property, including closures due to business considerations which are the sole decision of the Employer, shall not be deemed a lockout.
- 11.05 <u>Health Care Facility</u>. It is understood and agreed between the Employer and the Union that the continuation of service to health care facilities and nursing homes is essential to both parties, such health care facilities, nursing homes and the general public. The Union agrees that in exercising any rights granted to it under this Agreement or by Law, they will do nothing to interrupt laundry and linen supply service to health care facilities and nursing homes and that the Union will utilize its best efforts to maintain service to such health care facilities and nursing homes at all times.
- 11.06 Non-Discrimination. The parties of this Agreement acknowledge their responsibilities under federal, state and local laws and ordinances to avoid discrimination. Accordingly, both parties do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, disability, age or any other legally protected status. Both parties also agree to comply with the provision of the FMLA and USERRA.
- 11.07 <u>Jury Duty</u>. Any member of the Union regularly employed by the Employer who may be selected and required to serve on a jury shall receive from the Employer the difference in pay

between what the employee will receive as a juror and their regular rate of pay (with the Employer) during the time the employee is serving on jury duty. The Employer shall not be obligated to pay more than two (2) weeks pay to any individual employee during the life of this Agreement.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 All disputes involving the interpretation and application of this Agreement which are not otherwise resolved, shall be taken up between the representative of the Union and the representative of the Employer.

Step One. Any dispute over the interpretation or application of this Agreement, must be submitted in writing to the Employer within twenty-one (21) days of the occurrence. Grievances involving discharge or suspension must be submitted, in writing, within twenty-one (21) days of the discharge or suspension. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any accruing within the sixty (60) day period immediately preceding the date upon which the Employer received notice in writing of the claim. Failure to comply with any time deadlines set in this Article will result in waiver of the grievance. However, any deadline provided for in the Article may be extended by mutual written agreement of the parties.

Step Two. If the grievance is not resolved at Step One, the Union has 20 calendar days from the date the grievance was filed to refer the matter to Step Two. The Employer and the Member Resource Representative of the Union shall make a good-faith effort to settle the grievance.

Step Three. If the grievance is not resolved at Step Two, it may be referred to final and binding arbitration on the motion of either party no later than fourteen (14) days from the conclusion of Step Two. The submitting party shall simultaneously write to the Federal Mediation and Conciliation Service and request that a panel of eleven (11) arbitrators be sent to both parties or their counsel. An arbitrator shall be selected by alternately striking names from the list with the last remaining name being the arbitrator. The arbitrator shall have no authority to address or decide any issue not presented to him or her for decision by the parties, or to add to, subtract from or modify any provision of this Agreement. The Employer and the Union shall share equally any fees for the arbitrator. Compensation of witnesses shall be the responsibility of the party requesting such witnesses. The parties shall each pay their own expenses [attorneys' fees, etc.].

12.02 The Union shall not be required to process an employee's grievance, if, in the Union's opinion, the grievance lacks merit. In the event the Union determines to process a grievance in conformance with this Article, the Union shall be the exclusive representative of the employee or employees covered with respect to any dispute and/or settlement of said grievance.

12.03"Days" shall be calendar days for this Article.

#### **ARTICLE 13 -MANAGEMENT RIGHTS**

13.01 The management of each Employer and its operations, the direction of the work force, including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other legitimate reasons; the right to introduce new or improved production methods, processes or equipment, the right to decide the number and the location of plants, the nature of equipment or machinery, the products to be processed, the methods of processing, the scheduling of production, the methods of training employees, the right to assign

work to outside contractors and to eliminate, change or consolidate jobs and operations; and the right to enact Company policies, plant rules and regulations which are not in conflict with this Agreement, are vested exclusively in the Employers, subject to the other provisions of this Agreement.

#### ARTICLE 14 -SAVINGS CLAUSE AND SCOPE OF AGREEMENT

14.01 It is further understood and agreed that in the event any provision or provisions herein contained shall be declared illegal, the remaining provisions shall be in full legal force and effect, and binding on all parties hereto.

#### <u>ARTICLE 15 -CONTRACT PERIOD MODIFICATION AND TERMINATION</u>

15.01 This Agreement, by and between United Food and Commercial Workers Union Local #3000, and the Employer shall take effect and remain in full force and effect from September 1, 2022 through August 31, 2025 on which date this Agreement and terms thereof shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to the expiration of this Agreement or the annual dates of any renewal thereof, written notice by certified mail is given by either party to the other of their desire to modify or terminate this Agreement, such notice shall contain a statement of the modification desired.

15.02 In the event such notice of modification is given by either party to the other, it is hereby understood and agreed that they shall enter into negotiations in good faith within fifteen (15) days of such written notice and shall continue to negotiate in good faith, and shall consider the condition of the Industry, the needs of the employees and of the Employer as the basis of such negotiations. In the event negotiations are not complete and new Agreement has not been reached before the expiration date of this Agreement or any renewal thereof, then and in that event this Agreement shall continue in full force and effect until a new Agreement has been reached, and any new Agreement shall be retroactive to the expiration date of this Agreement or any renewal thereof.

IN WITNESS WHEREOF,	we attach our signatures this	25	_day of	SEP T.	_, 2023.

ALSCO SEATTLE

UNITED FOOD AND COMMERCIAL UNION, LOCAL 3000

BY: Steve Bivens

General Manager

President

#### APPENDIX A Wage Scale

No employee shall suffer a wage reduction or the loss of any benefits or working conditions more favorable than those established by this Agreement if such wages, benefits or conditions existed prior to the effective date of this Agreement.

The terms herein are intended to cover only minimums in wages, hours, working conditions, benefits and other terms and conditions of employment, and the Employer may place superior wages, hours and working conditions, benefits and other terms and conditions of employment, in effect, and may reduce the same to the minimums herein prescribed without the consent of the Union. No premium shall be taken away thirty (30) days prior to or after the expiration date of the contract.

It is agreed that where any employee is temporarily transferred to other employment, they will be paid the highest wage scale provided for such employment, but in no case, to be less than the scale provided for their regular employment.

Effective	9/1/22	9/1/23	9/1/24
Job Title	\$	\$	\$
Production Lead	\$20.25	\$20.75	\$21.25
Unloader	\$18.25	\$18.75	\$19.25
Wash Aisle/Bag Handler	\$18.52	\$19.02	\$19.52
Soil Sort/Mat Roller	\$18.00	\$18.50	\$19.00
Assembly	\$17.25	\$17.75	\$18.25
Feeder/Folder/Other	\$17.00	\$17.50	\$18.00

All wage increases will become effective on Monday of the first payroll period following September 1 of each year.

4889-7645-1927, v. 1

## LETTER OF UNDERSTANDING <u>Drug & Alcohol Policy</u>

Employees shall be subject to the Employer's Drug & Alcohol Policy as those standards shall be modified or amended by the Employer from time to time; provided however, that prior to implementing any change in the Drug and Alcohol Policy, the Employer will give the Union notice of the proposed change and an opportunity to bargain. Any request to bargain must be received by the Employer within fifteen (15) working days after receipt of the proposed changes by the Union.

CONFIRMED: Effective the first day of September, 2019

ALSCO SEATTLE

UNITED FOOD AND COMMERCIAL

UNION, LOCAL 3000

Steve Bivens

General Manager

President

#### LETTER OF UNDERSTANDING

#### Regarding Western Employees Benefit Trust

UFCW Local 21 and the Employer (ALSCO) hereby agree to supplement the collective bargaining agreement to provide for wage deferral election contributions by employees covered by the collective bargaining agreement to the Western Employees Benefit Trust.

The Employer (ALSCO) agrees to recognize pre-tax wage deferral elections made by employees and to transmit the amounts withheld from such employee's wages on a pre-tax basis as soon as the funds can be transmitted and no later than the 15th day of the following month to the bank or other depository designated by the administrator of the Western Employees Benefit Trust.

The Employer agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator of the Western Employees Benefit Trust to complete any required IRS discrimination tests.

The Employer agrees to the terms of the Plan document and Trust Agreement.

ALSCO	UFCW Local 3000		
BY:	BY: Juyed Gwenthe		
Date: SEIT 25, 2023	Date: Sept 25th, 2023		

#### LETTER OF UNDERSTANDING

#### **Labor Management Committee**

The Parties agree to establish a Labor Management Committee which would be comprised of no more than 2 employee representatives and no more than 2 Employer representatives. The Employer shall pay up to one (1) hour of meeting time for employee representatives attending the meetings, which shall be scheduled at mutually agreeable times, as long as an agenda has been presented at least 2 weeks prior to the meeting.

CONFIRMED: Effective the first day of September, 2019.

ALSCO SEATTLE

UNITED FOOD AND COMMERCIAL

UNION, LOCAL 21

Steve Bivens

General Manager

President

#### <u>Letter of Understanding</u> <u>COVID-19 Layoffs</u>

Employees who were laid off in 2020 due to the COVID-19 pandemic and then reinstated after their recall rights and seniority had expired under Article 5 of the CBA, but prior to December 31 of 2021, will have their original seniority date reinstated for the following three purposes: 1) for vacation entitlement and accrual rates under Article 6.01; 2) for entitlement to a second floater under Article 4.01.1; and 3) for purposes of any job bidding. Any additional vacation time that an employee may become entitled to because of this LOU will become available for use upon the employee's next COVID layoff recall anniversary date following the effective date of this LOU at the reinstated vacation entitlement rate. It will then continue to accrue thereafter at the accrual rates tied to the employee's original seniority date. No other provisions of the CBA will be impacted by this LOU. A new seniority list will be provided to the Union within 30 days of ratification.

***		~	
Hor	the	( 'nm	pany:
T. OI		CUIII	pau,

For the Union:

Date: SEPT 25, 2023

Date: Sept 25th, 2023

#### Letter of Understanding

#### Health Benefits Eligibility

The Employer and the Union shall request that the UFCW National Health & Welfare Trust Fund ("the UFCW Fund") amend the eligibility rules for Alsco Linen employees to allow employees to be eligible for health benefits after reaching 90 days of service.

If the UFCW Fund agrees to the new eligibility rules, Article 8.02 shall be amended to read as follows:

Calculation of Employee Eligibility and Contribution Amounts. The Parties to this Agreement agree that employees must reach an accumulation of 90 days of service to obtain eligibility, for regular full-time employees only, under the Trust Fund benefit plan (not including the required one month lag period). Such employee shall be referred to hereafter as "eligible employees". Upon accumulation of 90 days of service, the Employer contribution rate shall be paid at the amounts specified herein in the next full month, for each eligible employee.

If the UFCW Fund does not agree to the new eligibility rules, this letter of understanding shall be voided.

For the Union:

Date: SEPT 25, 2023

Date: Sept 25th, 2023

Letter of Agreement
Between
Alsco Linen
And
United Food and Commercial
Workers International Union,
Local 3000

Alsco-Seattle ("Employer") and United Food and Commercial Workers Local 3000 ("Union") (collectively "parties") hereby enter into this Letter of Agreement to memorialize the parties' understanding regarding the Employer's use of temporary agency employees.

The Employer may continue its use of temporary agency workers subject to the following conditions.

- 1. The Employer will not use temporary workers to displace any bargaining unit worker who is ready, willing, and able to perform bargaining unit work as scheduled.
- 2. Any temporary worker who works for the Employer for 90 calendar days doing bargaining unit work will be offered a bargaining unit position.
- 3. Any overtime work will be offered to Alsco employees before it is given to a temporary employee.

Dated this <u>**31**</u> day of March 2023.

ALSCO-SEATTLE

UFCW, LOCAL 3000

Steve Bivens, General Manager

Title: Fave Guenther President

4889-7645-1927, v. 1

# THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

## A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your "Weingarten" right, after a Supreme Court case which established the right to representation.

## **Just Cause for Discipline**

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different "tests" of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## **Union Leadership**

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

## My Shop Steward is:

## My Union Rep is:

Building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438
Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604
Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268
Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553
Spokane: 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079 **Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219