

Agreement by and between

UFCW 21 and American Linen (ALSCO)



Effective 9/1/2019 – 8/31/2022



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

My Union Steward:

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

TABLE OF CONTENTS

Preamble 1

Article 1 - Recognition & Union Security 1

Article 2 - Part-Time Employees/Dues Check-Off..... 1

Article 3 — Workweek..... 2

Article 4 — Holidays..... 3

Article 5 — Seniority..... 4

Article 6 — Vacations 5

Article 7 — Wages 6

Article 8 - Health and Welfare..... 6

Article 9 - Sick Leave 9

Article 10 – Bereavement Leave 9

Article 11 - General Conditions..... 9

Article 12 - Grievance Procedure 10

Article 13 - Management Rights..... 11

Article 14 - Savings Clause and Scope of Agreement 11

Article 15 - Contract Period Modification and Termination 11

Appendix A - Wage Scale 13

Letter of Understanding- Drug and Alcohol Policy..... 14

Letter of Understanding— Western Benefit Trust..... 15

Letter of Understanding —Labor Management Committee 16

2019 -2022

**AGREEMENT
By and Between**

**ALSCO SEATTLE
and**

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL #21**

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 #21, hereinafter referred to as the "Union."

ARTICLE 1 -RECOGNITION AND UNION SECURITY

1.01 Bargaining Unit. The Employer recognizes United Food and Commercial Workers Union Local #21 as the sole and exclusive collective bargaining agent and representative for all employees working in classifications listed under this Agreement.

1.02 Union Security. After thirty (30) days of employment, all employees who are not members of Local #21 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.

ARTICLE 2 -PART-TIME EMPLOYEES/DUES CHECK-OFF

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.

2.02 Dues/Initiation Fees: 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.

2.03 Political Action Fund Deductions: 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.

2.04 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.

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 Flexible Scheduling. 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 (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 hired before September 1, 2019, who have passed their probation, shall be entitled to a floating holiday to be effective on their anniversary date of employment. Employees with five (5) or more years of service shall also be eligible for a floating holiday. 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 three 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 It is understood and agreed that all employees who have been in the employ of an Employer exceeding one (1) year employment and who are separated from employment, shall receive the following pro-rata vacation pay, except that vacation pay for employees who have been on non-industrial medical leave or other leave of absence, shall be paid pro-rata vacation pay proportional to the number of straight time hours actively worked, and except that an employee who is discharged for dishonesty, use, sale, or possession of controlled substances, or possession or use of firearms, shall forfeit all pro-rata vacation pay.

	After one (1) years' employment	After three (3) years' employment	After ten (10) years' Employment
After one (1) month			1 days' pay
After two (2) months		1 days' pay	2 days' pay
After three (3) months	1 days' pay	2 days' pay	3 days' pay
After four (4) months		3 days' pay	5 days' pay
After five (5) months		4 days' pay	6 days' pay
After six (6) months	2 days' pay	5 days' pay	7 days' pay
After seven (7) months		6 days' pay	8 days' pay
After eight (8) months	3 days' pay	7 days' pay	10 days' pay
After nine (9) months		7 days' pay	11 days' pay
After ten (10) months	4 days' pay	8 days' pay	12 days' pay
After eleven (11) months		9 days' pay	14 days' pay

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 \$559.78 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.

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 economical portions only of this Agreement.

8.02 Calculation of Employee Eligibility and Contribution Amounts. 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 Regular Employees. Upon accumulation of 1200 compensable hours of service, an employee shall be deemed a regular employee and the Employer contribution rate shall be paid at \$559.78 per 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 Supplemental Contributions. This Agreement authorizes the Employer to deduct from pre-tax 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 Single Coverage. Eligible employees who elect single coverage under the rules of the Trust Fund hereby authorize the Employer to internally deduct the sum of \$5.00 per week for remittance to the Trust Fund beginning with the employee's first week of eligibility for benefits.

8.03.2 Dependent Family Coverage. 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 \$16.00 per week for such dependent coverage beginning with the employee's first week of eligibility for benefits.

8.03.3 Employee and Dependent Children Coverage. Coverage for employee and dependent children may be elected by Eligible employees. Employees electing such coverage hereby authorize the Employer to internally deduct the sum of \$10.00 per week beginning with the employee's first week of eligibility for benefits.

8.03.4 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 Pension Acceptance of Trust Agreement.* The Employer and the Union agree to be bound by the terms and provisions of the executed Trust Agreement dated January 1, 1959, and as

subsequently amended, and known as the Seattle/King County Retail Drug Employees Retirement Trust Fund. 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.

8.06 Pension Eligibility. Employees hired after the date of ratification (February 18, 2004) shall become eligible for pension contributions effective the first day of the month following one (1) year from the date of employment.

8.07 Trust Counsel. In the event any of the Trust Funds are required to retain legal counsel for the purposes of enforcing the obligation to pay delinquent contributions or liquidated damages, the delinquent Employer shall be obligated for reasonable expenses incurred in connection with the collection effort, including reasonable attorney's fees, accountant's fees, court costs, and other expenses of litigation.

8.08 Binding Obligation. By entering into this Agreement the parties adopt and agree to be bound by the terms of the Trust Agreements establishing the funds referred to in this Article and agree to be bound by all past and future lawful acts of the Trustees of each such fund.

8.09 Payment Required –

- Effective January 1st, 2020 the Employer contribution shall be a total of One Dollar (\$1.00) per compensable hour and allocated as follows:
 - Seven (\$0.07) cents per hour allocated for benefit accrual,
 - Seventy-five (\$0.75) cents per hour shall be allocated in accordance with the Rehabilitation Plan,
 - Eight (\$0.08) cents per hour (original 2/7th calculation) plus an additional ten (\$0.10) cents per hour (supplemental) shall continue to be paid for a totaling of eighteen (\$0.18) cents of deficit reduction.
- Effective January 1st, 2021 the Employer contribution shall be a total of One Dollar eleven cents (\$1.11) per compensable hour and allocated as follows:
 - Seven (\$0.07) cents per hour allocated for benefit accrual,
 - Eighty-six (\$0.86) cents per hour shall be allocated in accordance with the Rehabilitation Plan,

- Eight (\$0.08) cents per hour (original 2/7th calculation), plus an additional ten (\$0.10) cents per hour (supplemental) shall continue to be paid for a totaling of eighteen (\$0.18) cents of deficit reduction.
- Effective January 1st, 2022 the Employer contribution shall be a total of One Dollar twenty-two cents (\$1.22) per compensable hour and allocated as follows:
 - Seven (\$0.07) cents per hour allocated for benefit accrual,
 - Ninety-seven (\$0.97) cents per hour shall be allocated in accordance with the Rehabilitation Plan,
 - Eight (\$0.08) cents per hour (original 2/7th calculation), plus an additional ten (\$0.10) cents per hour (supplemental) shall continue to be paid for a total of eighteen (\$0.18) cents of deficit reduction.

*The Parties recognize that the language contained here dealing with procedural aspects of pension payment may be revised by the Trust and they agree to insert approved Trust language to the extent it alters or replaces the language used here.

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.

9.02 An employee who is collecting Workers Compensation Temporary Disability Benefits shall not receive sick leave benefits as provided herein, provided, however, if such Workers Compensation Temporary Disability Benefits are less than the amount of sick leave benefits provided herein for such period, such employee shall receive sick leave benefits in addition to such Workers Compensation Temporal) Disability Benefits in an amount sufficient to equal the amount of sick leave benefits they would have otherwise received as provided herein.

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 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.

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 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 Health Care Facility. 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 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 Jury Duty. 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 fourteen (14) days of the occurrence. Grievances involving discharge or suspension must be submitted, in writing, within fourteen (14) 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 forty-five (45) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

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 Grievance Director 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 seven (7) 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 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 During the process of making adjustments under the rules and procedures set forth above, no strike or lock-out shall occur.

12.03 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.

12.04 "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 father 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.

ARTICLE 15 -CONTRACT PERIOD MODIFICATION AND TERMINATION

15.01 This Agreement, by and between United Food and Commercial Workers Union Local #21, and the Employer shall take effect and remain in full force and effect from September 1, 2019 through August 31, 2022 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 the ability of the Employer to pay 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 27th day of October, 2020.

ALSCO SEATTLE

UNITED FOOD AND COMMERCIAL
UNION, LOCAL 21



BY: _____
Steve Bivens
General Manager

BY: _____
Mia Contreras
Executive Vice 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 September 1, 2019	2019	2020	2021
Job Title	\$	\$	\$
Production Lead	\$16.03	\$16.62	\$ 17.22
Bag Handler	\$14.85	\$15.30	\$ 15.75
Washwheel/Tumbler Operator	\$14.69	\$15.13	\$15.58
Soil Counter/Sorter	\$14.14	\$14.55	\$14.98
Mat Roller/Assembler	\$13.76	\$14.17	\$14.60
Feeder/Folder/Other	\$13.51	\$13.92	\$14.34

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

LETTER OF UNDERSTANDING


Drug & Alcohol Policy

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 21

BY: 

Steve Bivens
General Manager


BY: _____
Mia Contreras
Executive Vice 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.

UFCW Local 21

ALSCO


BY: _____


BY: _____

October 27, 2020
Date: _____

10-12-2020
Date: _____

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

BY: 

Steve Bivens
General Manager


BY: _____
Mia Contreras
Executive Vice President

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 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“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.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

Learn more about your rights:

www.ufcw21.org

Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.

VISIT UFCW21.ORG:

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

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Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979
Spokane: 2805 N Market St, Spokane, WA 99207, Phone 509-340-7369, Fax 509-624-1188**