

LABOR AGREEMENT

BETWEEN

ALSCO INC.

AND

CULINARY WORKERS UNION LOCAL 226

April 1, 2017 – March 31, 2020

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THIS AGREEMENT, entered into this 1st day of April, 2017 by and between ALSCO, INC., (HEREINAFTER REFERRED TO AS THE EMPLOYER), and CULINARY WORKERS UNION LOCAL 226, (HEREINAFTER REFERRED TO AS THE UNION), for and on behalf of itself and the employees covered hereby.

WITNESSETH

It is the aim and purpose of this Agreement to assure industrial peace and efficient economical and profitable production, enabling the employees and the Employer to provide, so far as economic conditions may permit, security and continuity of employment therefore, the Employer and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relations which are necessary to improve the relationship between the Employer, and the Union, the employees of the Employer, the customers, and the public.

WHEREAS, pursuant to a valid reopening notice served upon the Employer by the Union, the parties have by negotiations and collective bargaining reached complete agreement concerning hours of work, working conditions, rates of pay, classifications, and other related negotiable subjects to be incorporated into the new Master Labor Agreement which shall supersede all previous agreements between the parties;

NOW THEREFORE, in consideration of these premises and mutual promise contained herein, the parties do hereby agree as follows:

ARTICLE I-RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer performing work within the job classifications listed herein during the term of this Agreement or any renewals or extensions hereof, will recognize no other Union as the bargaining representative for such employees.

ARTICLE 2- HIRING OF EMPLOYEES

2.01 Hiring Procedure

The Employer agrees to promptly furnish the Union with the name, address, and hiring and termination dates of each employee and the executed copy of all wage assignments executed by employees.

Whenever the employer finds it necessary to hire new employees for those classifications covered by the Agreement, it may recruit and procure applicants from any source.

At its sole option, the Employer may notify the Union who shall assist the Employer in obtaining applicants who meet the qualifications required by the Employer. When applicable, the Union's selection of applicants for referral shall be on a nondiscriminatory basis, and shall not be based upon or in any way affected by membership in the Union, or requirements, or upon an applicant's race, color, religion, sex, age, or national origin.

2.02 Employee Orientation

The Human Resources Department is responsible for the overall development and coordination of the orientation program and for implementing the portions that cover corporate history, philosophy, policies and new employee files and documentation. The Employer will not make any negative references to the Union during the Employer's interviewing, hiring and orientation processes. The orientation process will be at the sole discretion of the Employer and at the Employer's place of business.

Employer shall submit a work clearance on all employees working under this Agreement. Such work clearance shall be forwarded to the Union office within five (5) business days from the date of hire.

Union representative shall be allowed to either participate jointly or immediately subsequent to Employer representatives in giving new employee information about the Union, the collective bargaining agreement and the benefit programs under the agreement. In advance of each orientation meeting, the Employer shall provide the Union with a list of all new employees who will be involved in the orientation, including each employee's name, social security number, telephone number, plant, and job title. The Employer will not make any negative references about the Union during the Employer's interviewing, hiring and orientation process. The Employer shall not advise applicants or employees as to the need for or desirability of the Union membership.

2.03 No Individual Contracts

No employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning conditions or employment which varies the terms or conditions of employment contained in this Agreement.

2.04 Higher Wages

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that employees compensated at said higher wage rates may be returned to the scales published herein at the sole discretion of the Employer. Employees paid higher wages shall be in addition to the increase in the minimum wages scales as specified in Article 8, which has been made part of this Agreement, for the classifications in which they are employed.

ARTICLE 3- UNION - SECURITY CHECK-OFF

The Employer will check off and remit to the Union dues and initiation fees of the employees who have executed and furnished to the Employer a voluntary payroll deduction authorization in the form of Exhibit "D" attached hereto and by this reference made a part thereof.

The Union Shall indemnify and hold the Employer harmless against and all claims, demands, suits, or other forms of liability that shall arise out of or by the reason of any action taken under the terms of this Article.

In the event that during the term of this Agreement or any renewal or extension hereof in the manner specified herein, the applicable Federal or State Laws should be changed as to render a Union shop lawful, then, in such event, the parties agree to negotiate a lawful Union Shop provision.

ARTICLE 4- SENIORITY

4.01 Probationary Period

There will be a sixty (60) shift probationary period during which a new employee may be discharged without cause and without recourse to the Grievance Procedure. However, the probationary period may be extended and additional thirty (30) days by mutual agreement between the Employer and the Union.

4.02 Definition of Seniority

The seniority of an Employee shall accumulate during the course of his/her employment as prescribed in the following manner:

- (a) Probationary Period — (This language is already contained in Article 4.01)
- (b) Any employee reporting for military service in our country shall retain his seniority during absence in accordance with the Federal Selective Service Act.

4.03 Layoffs and Recalls

(a) In the event of layoffs due to a reduction in force, probationary employees within the affected positions will be the first to be laid off. Employees will be laid off from and recalled to their positions in accordance with their Company seniority provided they have the qualifications to perform satisfactorily the work available in their regular positions as determined solely by the Employer. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number. When recalling, the Employer will send a letter informing employee of the recall, to which the letter shall be deemed received two (2) days from mailing. In the event the employee does not respond within twenty-four hours after receipt of the letter, the employee has forfeited his/her position in the company and will be terminated for job abandonment. With the exception of those employees recalled pursuant to 4.03(b)(3) below, if an employee denies a position during recall, that employee forfeits his/her position in the company and will be terminated for job abandonment.

(b) Employees shall be recalled in accordance with the following:

1. Seniority Of employees laid off shall be reinstated for the time worked (not period of layoff); provided they are reinstated within twelve (12) months from the date of their layoff
2. Employees who obtain a position by bidding shall not be eligible for another transfer under this subsection for six (6) months. Those who are transferred to a position without bidding remain eligible for transfer under those provisions.
3. If no employees are on layoff for an open position in an area, the Employer must recall all employees on layoff regardless of position or area before hiring new employees. An employee may refuse recall to a new area without being terminated. If they do refuse recall on this basis, they will remain on layoff status. For employees recalled to a new position or area, training shall be provided upon request. Employees recalled to a new area shall have thirty (30) work days as a training period and shall not be disciplined for not meeting performance standards during those thirty (30) work days. After thirty (30)

work days, employees recalled to a new area shall be expected to meet all performance standards for that area.

4.04 Transfers and Preference for Shifts

(a) When the Employer transfers an employee to another position, the Employer will consider the employee's seniority, qualifications to perform satisfactorily the work in other positions, and prior performance. Where qualifications to perform the work in the other positions is considered to be equal, as determined solely by the Employer, the most senior employee shall be the one transferred. For purposes of this paragraph (a) Section 4.04, a "transfer" shall be a transfer from one position to another, regardless of any change in compensation. Permanent vacancies to be filled by transfer under this paragraph shall be posted for seventy-two (72) hours near the employees' time clock or other location to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period. An employee transferred pursuant to this Section who cannot perform satisfactorily the work of the job to which transferred shall be transferred back to his/her former job and shift within twenty (20) shifts worked after the date of transfer, as determined solely by the Employer. All transfer opportunities within the bargaining unit shall be posted.

(b) When there is a permanent vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift, employees in the same job position on other shifts who desire to transfer to the vacancy will be transferred on the basis of their company seniority, provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift applied for and that a qualified employee (qualification determined solely by the Employer) is available to replace the employee desiring to transfer. An employee transferred under this Section as determined by the Employer, shall assume the weekly schedule of days of work and days off, and the daily shift scheduled, applicable to the vacant position to which he/she transfers, and the employee shall not be eligible for another transfer under this Section for six (6) months. An employee transferred under this Section who cannot perform satisfactorily the work on the shift to which transferred shall be transferred back to his/her former shift within twenty (20) shifts worked from the date of transfer. The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified employee(s) from another shift who desires to work on the shift where the vacancy exists. Permanent vacancies under this paragraph shall be posted for seventy-two (72) hours in the department where the vacancy exists. The Employer may fill the vacancy temporarily during the posted period.

4.05 Break in Continuous Service and Seniority

An employee's continuous service, seniority and status as an employee will be broken when:

- (a) The employee quits.
- (b) The employee is discharged for just cause.
- (c) The employee is absent exceeding the period of an authorized leave of absence.
- (d) The employee does not return to work on his/her next scheduled shift after released to full duty, after the employee is absent, due to injury or illness sustained during the course of

employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Worker's Compensation.

4.06 Notification

An employee who is to be recalled to work by the Employer under Section 4.03 shall be notified to return to work by the Employer advising the employee by telephone or other available means of communication of the date and time the employee is to report. The Employer will send a letter informing employee of the recall, to which the letter shall be deemed received two (2) days from mailing. In the event the employee does not respond within twenty-four hours after receipt of the letter, the employee has forfeited his/her position in the company and will be terminated for job abandonment, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

ARTICLE 5-HOURS OF WORK AND OVERTIME

The following provisions are established for payroll calculation purposes only and shall not be construed as a representation or guarantee by the Employer of any time period of work or employment.

5.01 Shift and Weekly Overtime

1. The regular workday shall be eight (8) consecutive hours, excluding the lunch period. The Company shall post schedules with start, finish and days off by the employee's time clock or other location to which employees have regular access. The workweek for payroll purposes shall be Monday through Sunday. The workers shall normally be scheduled to work Monday through Friday. The Employer may change the normal workweek with fourteen (14) days' notice to the Union and employees.
2. The Employer shall use their best efforts to advise employees four (4) hours in advance of the need to work daily overtime.
3. The Employer shall use their best efforts to advise employees twenty-four (24) hours in advance for work scheduled on the sixth (6th) or seventh (7th) consecutive day.
4. Overtime scheduled may only be refused for bona fide emergency or valid medical, dental appointments where the employee advised the Employer of such appointment or emergency at the time he/she is notified of the need for overtime. Should an employee persistently refuse to work overtime when properly notified and scheduled, the employee may be subject to progressive discipline, up to and including suspension or discharge.
5. All overtime shall be offered by plant seniority within the departments. If there are not enough volunteers for overtime, the most junior employee shall be assigned,
6. Any employee who reports for work as scheduled or who reports for work pursuant to notification shall be provided with a minimum of four (4) hours work, except as provided for in Article 20- Breakdown. In the event that no work for which the employee was scheduled or for which he was directed to report is available, the employee may be assigned to other work for which he may be reasonably qualified. In such case, the employee will be paid at

his regular rate, or the rate of the job to which he is assigned, whichever is the higher. In the event that no such work is available, the employee shall receive pay equivalent to that he would have received had he worked four (4) hours on his regular assignment. The above provisions of this section shall not apply when work is not available due to acts of God, fire, flood, power outages, or other conditions, causes or circumstances beyond the ability of the Employer to control. No work or reporting pay shall be provided for any employee who reports for work in an unfit condition.

7. Except in cases of breakdowns or other circumstances beyond the control of the Employer, such as but not limited to acts of God, power, water or gas outages, fires or floods causing an interruption in production, there will be no intermittent periods of unemployment during any one day. In such cases it is understood and agreed that employees will be paid during the period of the interruption on that particular day unless ordered to punch out. If employees do punch out and are ordered to return to work at a stated time later in the day and production is still not resumed, the employees shall be paid from the time they were ordered to return until work actually begins or until the end of their regularly scheduled shift on that particular day, whichever occurs first.
8. An employee missing a day during his assigned work week shall not receive premium pay as provided for in this Article.
9. The Employer may establish a regular scheduled work week which includes four (4) working days of not more than ten (10) hours each day within five (5) consecutive days, Friday through Thursday. Work on the fifth (5th) consecutive day under this section would be at time and one-half (1 1/2) pay. Work on the sixth (6th) and seventh (7th) consecutive days would be at double-time (2 times) pay. In the event the Employer exercises the four 10-hour day option, he must give thirty (30) days written notice to the employees and the Union.
10. The Employer may not compel, and no employee shall work, more than ten (10) hours per day, except in those cases where a production emergency has occurred and it is absolutely necessary to work overtime hours to satisfy the Employer's customer's sufficient needs. In such cases, the Employer will notify the Union and employees of the nature of the emergency and the overtime will be worked. Notwithstanding anything to the contrary in this Agreement, no employee shall be disciplined for failing to meet the Employer's production standards for any time worked in excess of eight (8) hours if the employee meets 85% of the normal production standards. Finally, no employee shall be compelled to work in excess of twelve (12) hours per day.

5.02 Overtime

All time worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week, or all time worked on the sixth (6th) consecutive day worked in the week, shall be paid for at the rate of time and one-half (1 1/2) the employee's regular straight-time rate of pay. All time worked on the seventh (7th) consecutive day of the week shall be paid for at double (2 times) the employee's regular straight-time rate of pay, provided the employee has worked the previous six (6) consecutive days. In the event an employee works four (4) ten (10) hour shifts, all time worked on the fifth (5th) consecutive day worked in the week, shall be paid the rate of time and one-half

(1^{1/2}) the employee's regular straight-time rate of pay. All time worked on the sixth (6th) and seventh (7th) consecutive day worked in the week, shall be paid at double (2 times) the employee's regular straight-time rate of pay, provided the employee has worked the previous six (6) consecutive days.

5.03 Steady Extra Employees

A steady extra Employee is an Employee whose workweek is not guaranteed under this Agreement. The Employer shall endeavor to provide such employees with the number of full shifts guaranteed under this Agreement to the extent possible, however is under no obligation to do so. Such Employees shall have regularly posted schedules of work.

In addition to the posted schedule of work, steady extra Employees Will be offered work in their department that is available at any time that an Employee is not already scheduled to work, in order of seniority within the department if the Employee is qualified to perform the available work. A steady extra Employee who does not wish to be offered available work in addition to the Employee's posted schedule of work may advise the Employer in writing of that fact.

The number of such steady extra Employees shall not exceed twenty percent (20%) of the total number of Employees in any particular plant, and the balance shall be regular full-time Employees. Only for the purpose of this twenty percent (20%) steady extra classification, when layoff is required, the Employer shall first lay off steady extra Employees, and then regular full-time Employees, following within each classification the procedures of Section 4.03 of this Agreement. As Employer hires new employees, the new employees can be placed in Steady Extra positions. In the event a laid off employee from one plant is transferred to another plant, that employee may be placed in a Steady Extra position.

When there is an opening to be filled in a regular full-time position, after any transfers which may take place in accordance with Section 4.04 of this Agreement, the Employer shall offer such opening to steady extra Employees, using the procedure provided in Section 4.04 of this Agreement, before new Employees are hired.

ARTICLE 6- HOLIDAYS

The following days shall be recognized as holidays for the purpose of this Agreement:

New Year	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Employee Anniversary
Labor Day	*Floating Holiday

* The Employee's Anniversary and the Floating Holiday shall be scheduled by the employee at the same time as he/she schedule his/her vacation time starting on November 15 as described in Article 7, Section E.

* These Holidays both require a one-year qualification period of employment. The above Holidays shall be paid providing the Employee qualified under the following condition:

1. The employees have been on the payroll of the Employer for a thirty (30) working day period immediately preceding the Holiday.
2. To qualify for Holiday pay employees must work their full regular scheduled week before the holiday and the regular scheduled day following the holiday.
3. The Employer will post the holiday schedule one week before the holiday is observed listing all scheduled / assigned work days.
 - (a) Normally, the Employer shall close the plant on the Holidays listed in this Article.
 - (b) Any employee required to work on Thanksgiving, Christmas or New Years Day will receive double time plus the holiday pay. Any employee required to work on Memorial Day, Independence Day or Labor Day will receive time and a half plus the holiday pay.
 - (c) The Employer shall not normally schedule employees to work on the employee's days off preceding or following a week in which a Holiday falls. Any employee required to work on a Saturday or Sunday preceding or following a week in which a Holiday falls shall be paid time and a half for that day.
4. Any employee who is scheduled to work on a recognized Holiday and who then fails to report and perform such work shall not receive any pay for such Holiday.

ARTICLE 7- VACATIONS

A.

(a) **FOR CURRENT EMPLOYEES:** For current bargaining unit employees as of the date of ratification of this Agreement who have been in the employ of the Employer for one (1) year or more shall receive one week vacations with pay. All employees who have been in the employ of the Employer for three (3) or more years shall receive two weeks' vacation with pay. All employees who have been in the employ of the Employer for ten (10) or more years shall receive three weeks vacations with pay. All employees who have been in the employ of the Employer for fifteen (15) years or more shall receive four (4) weeks' vacation with pay.

(i) All employees who have been in the employ of the Employer for nineteen (19) years or more as of the date of ratification shall receive five (5) weeks' vacation with pay on their twentieth anniversary.

(b) **FOR NEWLY-HIRED EMPLOYEES:** For all bargaining unit employees hired after the date of ratification of this Agreement: Bargaining Unit Employees who have been in the employ of the Employer for one (1) year or more shall receive one week vacations with pay. All employees who have been in the employ of the Employer for three (3) or more years shall receive two weeks' vacation with pay. All employees who have been in the employ of the Employer for ten (10) or more

years shall receive three weeks vacations with pay. All employees who have been in the employ of the Employer for fifteen (15) years or more shall receive four (4) weeks' vacation with pay.

B. In case of severance of employment during the first year, employees shall be entitled to one-sixth (1/6) of one week's vacation pay for each thirty (30) days or major portion thereof for each month over six (6) months for starting date and after the first year and up to the third year, employees shall receive one—twelfth (1/12) of one week's vacation for each thirty (30) days or major portion thereof since their last anniversary date. In case of severance after the third year of employment, the employee shall receive one-twelfth (1/12) of two weeks' vacation pay for each thirty (30) days or major portion thereof worked since their last anniversary date, In case of severance after the tenth (10th) year of employment, the employee shall receive one-twelfth (1/12) of the three weeks' vacation pay for each thirty (30) days or major portion thereof worked since their last anniversary date. In case of severance after the fifteenth (15th) year of employment, they shall receive one-twelfth (1/12) of four (4) week's pay for each third day or major portion thereof worked since their last anniversary date. In case of severance after the twentieth (20th) year of employment, they shall receive one—twelfth (1/12) of five (5) week's pay for each thirty (30) days or major portion thereof worked since their last anniversary date.

Vacation pay shall be computed at forty (40) times the regular hourly rate for each week earned.

C. An employee absent from work on account of illness or accident other than industrial accident and/or illness shall be given the same consideration as an employee who has worked continuously and shall be entitled to vacation as provided herein, except in where such absence exceeds a total of ninety (90) days in one year. Absence due to industrial accident and/or industrial sickness shall be considered as time worked in determining seniority, vacation, severance, and other contractual benefits earned hereunder.

In order to qualify for a full vacation with pay, an employee must work at least forty-five (45) weeks in any yearly period.

Time lost from employment not to exceed thirty (30) calendar days due to injury or the job or sickness shall be considered as time worked for the purpose of determining length of employment, and included in the qualifying forty—five (45) weeks period mentioned above.

Employees who have been employed by the Company for at least one (1) year and who after one (1) year of employment are absent from work for a period in excess of time limits set forth in this Article, such excessive absences being due to illness, injury or other absence authorized by the Employer, shall upon their anniversary date of employment be entitled to pro-rata vacation. In case of pro-ration, the method of calculation shall be the actual number of weeks worked in the preceding twelve (12) months period over fifty-two (52) weeks.

D. Any employee who is voluntarily absent from work in the aggregate more than ten (10) days during the year for reason other than layoff, furlong, or leave of absence shall lose his right to vacation pay only for that year. Only full day's absences shall be used to determine the aggregate of ten (10) days.

Excused absences and absences by reason of illness or accident shall be excluded from the above aggregate of absences. The Employer may require a doctor's certificate or other reasonable proof of illness in verifying an accident or illness after second consecutive day or any three (3) days in a thirty (30) days period. Employee must "call in" daily. "No Show-No Call" for two (2) consecutive days, employee is subject to termination.

E. Scheduling Vacations - The Employer will begin scheduling vacations for the following year on or about November 15 through December 31. The employer will accept vacation bids by employees in order of their work area seniority, the most senior employees being allowed to choose their vacation schedules first. If an employee wishes to schedule consecutive weeks of vacation, that employee will be allowed to schedule only three (3) consecutive weeks during a first pass of vacation scheduling. After all employees have had a chance to schedule their vacation weeks choices, employees will then be allowed, in order of seniority, to claim any additional consecutive weeks without limits that may remain available. After all employees have scheduled their vacation, employees shall be allowed to schedule floating holidays. If the employee does not schedule their vacation during the annual vacation bid process, they will not be allowed to "bump" other less-senior employees who have already scheduled their vacation time. If an employee does not use all of their vacation time because they did not schedule it during the annual vacation bid process, they will not be allowed to take pay in lieu of taking the time off. All vacation must be taken, in the event an employee reaches the end of a year with unused vacation time the unused days must be scheduled and taken no later than February 28 of the following year. Employees scheduling vacation under these circumstances will have priority (by seniority) in scheduling vacation for those two months.

If a vacation request is denied, the reason for such denial shall be given in writing.

There shall be no black-out periods for vacation. The Employer may identify eight (8) weeks in the year (scheduled around the Holidays listed in the contract) during which only one (1) employee in the plant may schedule vacation. The Employer shall post those weeks by November 15 of each year.

A total of 4 employees per week may be scheduled any available week; 2 from flat department, 1 from soil department and 1 from washroom. Janitors will be considered part of the soil department for the purposes of scheduling vacation. The Employer may increase or decrease these levels to accommodate changes to overall employee levels or changes to overall vacation usage after providing the Union with written notice and an opportunity to meet and discuss, and with written notice posted for the employees. The Union also may request the Employer increase or decrease these levels to accommodate changes to overall employee levels or changes to overall vacation usage and the Employer agrees to meet upon such a request.

ARTICLE 8-CLASSIFICATIONS AND WAGES

8.01. Classifications Within Areas Of The Plant

Soil	Soil Sort/ Sling Mover / Weigher
Washroom	Washer & Tumbler Operator
Finishing / Clean	Iron Feeder / Towel Fold / Towel Bagger/ Reclamation Iron Catcher Garments – Hanger / Press/ Tie out / Mending / Taping Loading Building / Floor Utility / Mat Roller
General	Janitor

8.02. Classification Wage Rates

Group I Soil Sort, Sling Mover, Weigher, Iron Feeder, Towel Fold, Towel Bagger, Reclamation, Janitor	\$9.96
Group II Iron Catcher	\$10.03
Group III Garment - Hanger / Press / Tie Out / Mending Taping Load Building	\$10.13

Group IV**\$10.34****Washer & Tumbler Operator / Floor Utility / Mat Roller****8.04 New Hire Wage Progression****(a) New Employees:**

1st twelve (12) months: 75% of rate (minimum)
 2nd twelve (12) months: 85% of rate (minimum)
 3rd twelve (12) months: 95% of rate (minimum)
 After 36 months: Full Classification rate.

8.05. Wages.**(a) Established Wages.**

Except as provided otherwise in Article 8, classifications and wage rates for the term of this Agreement shall be as set forth in Section 8.02 of this Article.

(b) Minimum Wages.

No employee covered by this Agreement shall receive a wage rate, exclusive of gratuities, less than that provided by applicable state and federal wage laws. In the event that applicable state or federal minimum wage laws are increased, an automatic adjustment will be made on affected classifications in this Agreement to comply with the preceding sentence.

(c) Wage Increases.

(i) The Employer shall pay the following additional amounts as of the dates shown. At least thirty (30) days prior to each date, the Union shall inform the Employer how the increases shall be allocated to the Wage Rate and/or to increase contributions to the Pension Fund, provided that if the Union's notice to the Employer is less than thirty (30) days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice. The Union shall make such allocation in its sole discretion.

Upon Ratification	\$0.40
April 1, 2018	\$0.15
October 1, 2018	\$0.15
April 1, 2019	\$0.15
October 1, 2019	\$0.15

ARTICLE 9-PRE-EXISTING WORKING CONDITIONS AND BENEFITS

No employee shall suffer by reason of the Agreement a reduction of wage rates or loss of any benefits or working conditions higher or more favorable than those contained herein if such conditions existed prior to the signing of this Agreement.

ARTICLE 10- MANAGEMENT RIGHTS AND RESPONSIBILITIES

Unless otherwise restricted or affected by other portions of this Agreement, the Employer shall have the following rights and responsibilities:

1. The Employer shall determine the manner and method of operating its business without interference on the part of the Union or any of its representatives in the management and conduct of the Employer's business.
2. The right of the Employer to establish, determine, maintain, and enforce reasonable standards of production is fully recognized.
3. The Employer shall have the right to establish, maintain, and enforce such reasonable rules governing absenteeism, tardiness, safety and such other rules that are necessary for the orderly and efficient operation of its business, which shall not be in conflict with any provisions of this Agreement. Such rules shall be posted in a conspicuous place in each plant and shall be subject to the Grievance and Arbitration Procedures. Such rules shall be provided to the Union prior to posting.

ARTICLE 11- WORKING RULES AND REGULATIONS

The employer may establish Rules and Regulations for the conduct of business, provided that such Rules and Regulations do not conflict with the provisions of this Agreement. It will be the Employer's responsibility to post and maintain a notice of such rules on a bulletin board located in such a position that all employees concerned have an opportunity to become familiar with them.

ARTICLE 12- BULLETIN BOARD

The Employer agrees to provide the Union, for the Union's use only, and enclosed locking bulletin board in each plant. The bulletin board shall be no smaller than 4' X 4'. The Union shall be authorized to post official notices of Union meetings, elections, social or recreational affairs, and other information that the Union deems relevant for the bargaining unit. The bulletin board shall be placed in an area accessible to all employees.

The items and/or language should not be offensive to the Employer or any other person, and/or entity.

ARTICLE 13- SAFETY, ENVIRONMENT, AND UNIFORMS

1. **General:** The Company shall make reasonable provisions to assure the safety and health of employees during their hours of work. The Company agrees to ensure that all supervisors and employees comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary and healthful working conditions. The Company also agrees to post and provide all safety information in both English and Spanish.

2. **Compliance With Laws:** The Company shall fully comply with all applicable federal, state, local standards, laws and regulations on health, sanitation, and safety. The company

agrees to follow all OSHA standards, including but not limited to rules regarding hazardous materials, machine lockout plans, supervisory training, and machine guarding.

The Employer will comply with all applicable State and Federal Laws governing Safety and Health. A First Aid Kit shall be kept on hand at all times for use by employees.

The Employer further agrees to furnish and maintain at no cost to the employees, any safety equipment or uniforms required by the Employer. If such equipment or apparel is furnished in accordance with this provision, employees whose employment is severed, for whatever reason, shall return such articles or other property of the Employer in their custody or have the reasonable value of same deducted from their pay.

The Employer agrees to provide to all non-probationary bargaining unit employees, three (3) sets of clean and comfortable uniforms which are appropriate for the performance of bargaining unit work. The employee shall be responsible for the cleaning and maintenance of such uniforms. The employee shall be held responsible for lost or damaged uniforms assigned to him/her unless the damage or loss occurs while at work.

The Employer agrees to place and maintain in all of its plants at least two (2) clean and accessible cold water fountains or- coolers. In Plant #50 and Plant #10, the Employer will place and maintain at least six (6) cold water fountains or dispensers. The Company agrees to change filters on drinking fountains according to their expiration date. The Company shall provide annual training in March or April to employees in hot environments on heat issues. This includes but is not limited to, instructing employees about how to identify and watch out for the hazards of heat exposure, including the early signs of heat-related disorders, illness-reporting and first-aid procedures, and teaching employees the-appropriate protective measures.

3. Protection from Equipment Hazards: The Company agrees to comply with all OSHA standards regarding machine guarding and emergency shut-offs,

4. Sanitation: All restrooms shall include adequate lighting, mirrors, floor mats, and sinks with hot and cold running water. Restrooms shall be fully supplied with soap, towels, and tissue. Reasonable efforts will be made to keep Floors, toilets, washrooms, lunchrooms clean. Vandalism of restrooms or lunchrooms will be subject to discipline up to and including termination.

5. Health & Safety/Production Committee:

a. The Company's Health and Safety/Production Committee whose role is to assist in identifying and eliminating potential hazards is composed of representatives designated by the Company and three (3) bargaining unit employees designated by the Union. The Committee shall meet once a month to investigate and review health and safety records, conditions and practices. The General Manager or his/her designee will coordinate the meetings of the committee. The Committee shall make constructive recommendations to the Company to eliminate unhealthy and unsafe conditions and practices. The Company and the Union agree that plant safety and efficient production are crucial to the Company's success and the protection of workers. Both parties agree to implement this joint labor-management partnership to address health and safety issues and efficient production issues at the plants.

The Company will also form a General Safety/Production Committee. The Committee shall be composed of representatives designated by the Company and five (5) Company employee representatives of the Unions, which is representatives from each of the five plants. The members of this committee will be changes on a quarterly basis as required by OSHA. The Committee shall meet at °nee per quarter to review health and safety conditions and the practices that are common to all plants, and submit constructive recommendations to the Company.

b. Safety Committee Training: The Committee members shall receive adequate training for the performance of their duties.

Regular Employee Safety Training: The Company shall conduct training on an annual basis as allowed by state and federal laws and statutes.

ARTICLE 14- GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance shall be defined as a dispute between the Employer and the Union arising over the interpretation, application, observance or a specific aspect of this Agreement, or any alleged violation of this Agreement. Grievances so defined above shall be processed and/or resolved pursuant to this Article.

2. Step 1: The employee and his/her supervisor shall meet and confer to discuss and/or resolve the dispute, at which time the issue will be identified in writing in a form provided by the Union. In the event the issue is with the employee's supervisor, the employee will then notify and meet with the next level of management. The Employer shall respond to an employee's request for a Step 1 within seven (7) calendar days.

3. Step 2: The Union or Employer shall submit a written grievance to the other party within ten (10) work days of the day it became aware of or should have become aware of the incident that leads to the grievance. Both the Employer and the Union agree that if the written grievance is not provided to the other party within the ten (10) working days after finalization of Step 1, neither party will have the ability to proceed with the arbitration and grievance procedure and the issue will be moot. The Union's representative and Employees Shift Manager or Plant Manager will meet within ten (10) work days of the day of the receipt of the grievance. If applicable, the real party-in-interest employee may attend the meeting.

4. Step 3: In the event the grievance is not resolved at Step 2, the Union's Representative and Employer's Representative, or designee, will meet within ten (10) work days of the Step 2 meeting.

5. Step 4: If the grievance cannot be resolved at the Step 3 level the parties shall convene an Adjustment Board consisting of two (2) representatives designated by the Union and two (2) representatives from the Employer. Said Board shall meet within thirty (30) days from the conclusion of Step 3, unless the time limit is mutually extended by both parties in writing.

6. Either party may request the following procedure for any Adjustment Board Meeting. The Chairperson of the Adjustment Board shall be a-representative designated by the Federal Mediation and Conciliation Service. The Chairperson shall be a non-voting member of the Adjustment Board but shall meet with the panel to assist and offer advisory opinion(s) in an effort

The Company will also form a General Safety/Production Committee. The Committee shall be composed of representatives designated by the Company and five (5) Company employee representatives of the Unions, which is representatives from each of the five plants. The members of this committee will be changes on a quarterly basis as required by OSHA. The Committee shall meet at one per quarter to review health and safety conditions and the practices that are common to all plants, and submit constructive recommendations to the Company.

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6. Either party may request the following procedure for any Adjustment Board Meeting. The Chairperson of the Adjustment Board shall be a representative designated by the Federal Mediation and Conciliation Service. The Chairperson shall be a non-voting member of the Adjustment Board but shall meet with the panel to assist and offer advisory opinion(s) in an effort

to help the panel reach a decision, The Board shall render a decision upon adjournment of the hearing, or by mutual agreement extend the hearing for a period not to exceed ten (10) days. The Adjustment Board shall meet as required and shall consider fully all aspects of the issues presented. Any decision by the majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties.

7. Arbitration: Should any grievance between the Employer and the Union remain unresolved following Step 3 above, it is agreed that the matter in controversy may be submitted at the request of the moving party Union or Employer to an impartial arbitrator. The arbitrator to be used shall be selected from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators who preside in either California or Nevada.

8. Representatives of the Employer and the Union may agree to select an arbitrator from the Federal Mediation Conciliation Service list, but if they are unable to do so, the parties will use the arbitrator from the above list who has the first available date to conduct the hearing. The arbitrator shall be notified in writing of his/her selection. The matter in controversy shall be heard by the arbitrator at the earliest date possible. The parties shall share evenly all costs associated with the arbitration, Requests for a court reporter and/or post hearing written briefs shall be decided by the arbitrator. The arbitrator shall issue a bench decision at his/her discretion. In the event the parties submit post-hearing briefs to the arbitrator, such brief shall be due no later than twenty-one (21) days from receipt of the hearing transcript. If a bench decision is not rendered, the arbitrator shall issue the decision in the controversy no later than thirty (30) days of the arbitration or receipt of the written briefs, whichever is later.

9. The arbitrator shall have no authority, jurisdiction or power to amend, modify, nullify, or add to the provisions of this Agreement. Moreover, the arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no authority to award punitive damages. The award of the arbitrator shall be final and binding upon the Employer involved, the Union, and the employee(s) involved.

10. Extension of Time Limits: As used this Article, the term "working days" means the days Monday through Friday, inclusive, but excluding any holidays set forth in this Agreement. The time limits and other provisions set forth in the Article may be extended or waived by mutual written agreement of the parties.

ARTICLE 15- HEALTH AND WELFARE

15.01

(a) The Plan - UNITE HERE Culinary Health Fund Pilot Program

Beginning with all hours worked on and after October 1, 2015, the Employer shall contribute \$2.68 for every hour worked to the UNITE HERE Culinary Health Fund Pilot Program ("Pilot Program"), a program of the UNITE HERE Health Fund.

A list of the names and social security numbers of employees covered shall accompany the payment. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for.

In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency. Union shall provide employer not less than thirty calendar days' notice of its intent to audit. Requests must be reasonable in scope and be a lawful request.

The Employer and Union agree to be bound by the Agreement and Declaration of Trust of the Fund as it may, from time to time, be amended (the "Trust Agreement"), and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, those Trustees named in the Trust Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein. The Employer and Union agree to abide and be bound by all rules, regulations and procedures established, and actions taken by, the Trustees pursuant to the Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement and Declaration of Trust, or the Plan of Benefits, rules, regulations or procedures established by the Trustees, shall be null and void.

(b) The Pilot Program will be in place for 12 months until extended by the Gaming Committee of the UNITE HERE Health Fund through March 31, 2017.

(c) The Self-Pay amount will be the same amount paid by all Culinary Health Fund participants (currently \$ 4.39 per hour) for all participants in the Pilot Program.

(d) On July 1, 2017, Section 15.01 shall be replaced by 15.02.

15.02. CHFtoo Health Plan.

(a) Effective July 1, 2017, the Employer shall contribute to the UNITE HERE Health Fund (the "Fund"), a group life, medical, surgical and hospital plan involving a trust fund and trust agreement two dollars and sixty-eight cents (\$2.68) for every hour worked and/or paid by bargaining unit employees starting with the first hour of employment. Contributions shall be forwarded to the bank designated by the Fund. A list of the names and social security numbers of employees covered shall accompany the payment. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. Effective with hours worked on September 1, 2017, the Employer shall contribute two dollars and seventy-nine cents (\$2.79) for every hour worked and/or paid by bargaining unit employees.

In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency. Union shall provide employer not less than thirty calendar days' notice of its intent to audit. Requests must be reasonable in scope and be a lawful request.

The Employer and Union agree to be bound by the Agreement and Declaration of Trust of the Fund as may, from time to time, be amended (the "Trust Agreement") and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein. The Employer and Union agree to abide and be bound by all rules, regulations and procedures established, and actions taken by, the Trustees

pursuant to said Trust Agreement. With the exception of 15.03 (b) and (c), any provision in this Agreement that is inconsistent with the Trust Agreement and Declaration of Trust, or the Plan of Benefits, rules, regulations or procedures established by the Trustees, shall be null and void.

(b) Effective July 1, 2018, shall contribute to the UNITE HERE Health Fund (the "Fund"), two dollars and ninety cents (\$2.90) for every hour worked and/or paid by bargaining unit employees starting with the first hour worked.

(c) Effective July 1, 2019, shall contribute to the UNITE HERE Health Fund (the "Fund"), three dollars and one cent (\$3.01) for every hour worked and/or paid by bargaining unit employees starting with the first hour worked.

(d) The Employer's first payment shall be due August 15, 2017.

ARTICLE 16-PENSION

The Employer agrees to continue to contribute twenty five cents (\$0.25) per hour to the UNITE HERE National Retirement Fund (retirement) as provided on Exhibit F, the terms and provisions of said Exhibit F being specifically incorporated herein by reference. Beginning with hours worked and/or earned on and after June 1, 2018, the Employer shall contribute twenty-six cents (\$0.26) to the Fund. The hourly contribution rate for hours worked and/or earned on and after June 1, 2019 shall be twenty-seven cents (\$0.27).

ARTICLE 17 - CLASSIFICATIONS/TRANSFERS

It is understood that business conditions will dictate the need to transfer employees to different positions for a full or partial shift. When this is necessary the Employer will offer the transfer top to bottom, to the most senior employee who; in the sole judgment of is qualified and has the abilities to perform the necessary work: If the most senior employee declines the transfer the-Employer will assign the least Senior employee who, in the sole judgment of the Employer, is qualified and has the abilities to perform the, necessary work,

Any employee transferred to a higher rated classification who qualifies therefore shall receive the rate of pay for the highest classification worked.

Any employee permanently changed from a higher classification to a lower classification shall receive the rate of the lower classificatcn. If transferred from existing classification to a trainee in a new classification, employee shall be paid at the rate of the former classification.

Whenever an employee does work within the duties of more than one classification, such employees shall be classified and paid under the classification which pays the highest wage for that particular shift.

Any employee hired under this Agreement whose classification is not clearly defined, then that employee's classification and rate shall immediately be negotiated.

ARTICLE 18 - REST PERIOD

Employees shall be given one ten (10) minute rest period after two (2) hours of work and one ten minute rest period after six (6) hours of work, both on the Employer's time. Employees shall be given a one-half (1/2) hour unpaid lunch period after four (4) hours of work.

Employees shall be given a ten (10) minute break after their eight (8th) hour of work, and an additional (10) minute break after each two (2) hour period thereafter.

When applying the above stated schedule for rest periods, it is recognized by the parties that the Employer may release employees for their rest periods within a window period beginning fifteen (15) minutes before the rest period set forth above and ending fifteen (15) minutes after the rest period set forth above. For example, the first rest period can be granted between one hour and forty-five (1:45) minutes after the employee reports to work and two hours and fifteen (2:15) minutes after the employee reports to work.

ARTICLE 19 - ON-THE-JOB-INJURY

1. Any employee off from work due to industrial accident or industrial illness shall have his/her job back on return to work.

2. All injuries no matter how minor must be reported by the employee to his immediate supervisor, immediately upon occurrence.

ARTICLE 20 -BREAKDOWN INTERMITTENT PERIODS OF WORK

a. There shall be no intermittent periods of unemployment during one day, except for breakdown. It is hereby provided that in case of breakdown, employees shall be paid during the day breakdown occurs unless ordered to punch out or if employees do not punch in; and if ordered to return to work at a stated time and repairs are not made, they shall be paid from the time they are ordered to work until actual work begins. However, employees shall not be required to work more than twelve (12) hours past their original starting time. When employees are sent home because of a breakdown or told not to punch in at the beginning of a shift because of a breakdown, the Employer shall inform the employees that they are to return in two (2), four (4) or six (6) hours. Employees who return to work after breakdown and are then dismissed because the Plant cannot work, shall receive two (2) hours straight-time or "show-up" pay. The Employer shall use its best efforts to provide notice to employees prior to the beginning of the shift of a breakdown that requires the employee to start work later than the normal shift starting time.

b. In the event of an energy crisis where the local utility companies enforce a voluntary shutdown during specified periods of the day, the Employer and Union will mutually agree on alternate or optional shift schedules to meet such an emergency.

ARTICLE 21-WORK SCHEDULING

The Employer will give fourteen (14) days written notice of a change of more than one (1) hour in regular work schedules to all affected employees.

ARTICLE 22-DISCRIMINATION

No employee shall be discharged or discriminated against because of filing claims of alleged violation of this Agreement, nor shall any employee be discriminated against or discharged for giving information regarding the alleged violation of this Agreement to the Union or its authorized representative.

No person shall be discriminated against by either the Union or the Employer because of race, religion, color, national origin, sex, age, disability, or sexual orientation.

ARTICLE 23- LAYOFF/TERMINATION

When employees are laid-off or terminated, the Employer shall make every effort to pay the employee his final wages and accrued benefits immediately upon being laid-off or terminated, but in no event shall payment of final wages and accrued benefits be delayed more than twenty-four hours. Notwithstanding the aforementioned requirement, employees who terminate their employment on either a Friday, Saturday, or Sunday shall receive their final wages on the immediately following Tuesday, or in the event that the immediately following Monday is a holiday, not later than the immediately following Wednesday. In the event that the Employer does not pay such final wages consistent with the terms of this Article 23 of the Agreement, then the Employer shall owe the employee a day's pay and accrued benefits for each day of any such delay.

Employees who are terminated for just cause at any of the Employer's facilities may not be hired or rehired at any other of the Employer's facilities without the mutual agreement of the Employer and the Union.

ARTICLE 24- NO STRIKE / NO LOCKOUT

Neither the Union nor any employee shall authorize, cause, engage in, sanction, recognize or assist any strike, slowdown, picketing, or other concerted interference against the Employers during the term of this Agreement.

There shall be no strike or work stoppages called either by the Shop Steward or any other employee—member of the Union during scheduled working hours. Any employee—member of the Union who calls such strikes or participates shall be discharged. The Employers may exercise their right to refusal to rehire any employee who participates in a so-called wildcat strike.

There shall be no refusal to work on or handle any material or equipment because of a labor dispute affecting the vendor of such materials or equipment because of a labor dispute affecting the vendor of such materials or equipment or the customers of the Employer.

The employer shall not cause or engage in a lockout of his employees during the term/ of this Agreement.

ARTICLE 25- LEAVE OF ABSENCE

25.01-Family and Medical Leave of Absence

Other than in cases of emergency, in the event an employee leaves without completing the FMLA documentation and obtaining Employer's acceptance of the FMLA application, Employer will consider this act job abandonment and employee will in turn be terminated.

Regular full-time and regular part-time employees (who meet the requirements described below) will be granted a Leave of Absence for the care of a child after birth or adoption or placement with the employee for foster care, the care of a family member (spouse, child, or parent)-with a serious health condition, or in the event of an employee's own serious health condition. Leaves will be granted for a period of up to twelve weeks in a twelve-month period, with the exception of leave for a personal serious health illness.

Qualifications for Family and Medical Leave

An employee must have completed at least one full year of service, and have worked for a minimum of 1,250 hours in the twelve-month period, preceding the leave to be eligible for a family and medical leave of absence.

Child/Family Care Leave

An unpaid leave of absence to care for a child after birth, adoption, or placement in the employee's home for foster care or to care for a covered family member with a serious health condition will be granted under the following conditions:

- a. The employee must provide the Employer with at least thirty (30) days' notice prior to the anticipate leave date, in the event that the leave is planned in advance using the Company's official Leave-of-Absence Request Form.
- b. If the leave is unexpected, the employee must notify his/her supervisor and the human resources department by submitting a Leave-of-Absence Request Form as far in advance of the anticipated leave dates as is practicable. (Normally, this should be within two business days of-when-the employee becomes aware of the need for the leave.)
- c. All company benefits that operate on an accrual basis will cease to accrue during the leave period.
- d. Employees will be required to use all accrued, unused vacation days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay.
- e. The Employer will continue to make contributions to, Amalgamated Life Insurance on behalf of eligible employees, pursuant to the terms set forth in Article 8 of this agreement.

Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification for the family member's physician's

attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician's statements at the Company's request. The family member may be required to submit to medical examinations by physicians designated by the Company at its discretion and at the Company's expense.

Leave for Employee's Serious Health Condition

Leave of absence without pay shall be granted to employees for up to 6 months leave in a rolling 12-month period for an illness or injury. Employees must have worked for the employer for 12 months (as calculated by the FMLA) and 1,250 hours in the prior 12 months before the commencement of leave in order to get this leave.

A leave of absence for an employee's own serious health condition will be granted under the following conditions:

- a. If the leave is planned in advance, the employee must provide the Company with at least thirty (30) days' notice prior to the anticipated leave date, using the Company's Leave-of-Absence Request Form.
- b. If the leave is unexpected, the employee must notify his/her supervisor and the human resource department by submitting the Leave-of-Absence Request Form as far in advance of this anticipated leave date as is practicable. (Normally this should be within two business days of when the employee becomes aware of the need for the leave.)
- c. An employee must submit the appropriate medical certification form from his/her physician any time that the employee expects to be, or is absent, for more than five consecutive work days as a result of his/her own serious health condition (including pregnancy). Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of return to work.
- d. All Company benefits that operate on an accrual basis will cease to accrue during the leave period.
- e. Employees will be required to use all accrued, unused vacation days during the leave. Once such benefits are exhausted, the balance of the leave will be without pay.
- f. The Employer will continue to make contributions to UNITE HERE Health Fund, on behalf of eligible employees, for up to 12 work weeks pursuant to the terms set forth in Article 15 of this agreement and as outlined in Exhibit "E."
- g. During the leave, employees may be required to provide the Company with additional physician's statements on request from the Company or the Company's insurance carriers, attesting to the employee's continued disability and inability to work. Employees may also be required to submit to medical examinations by physicians designated by the Company at its discretion and at the Company's expense at the beginning of, during, or at

the end of the leave period, and to provide the Company with access to the employee's medical records as required.

h. Prior to returning from a leave for the employee's serious health condition, the employee must present the Company with a note from his/her physician indicating that the employee is capable of returning to work and performing the essential functions of the position with or without reasonable accommodation. Where required, the Company Will consider making reasonable accommodation for any disability the employee may have in accordance with applicable laws.

4. Leave Entitlement

a. With the exception of leave for an employee's serious health illness, eligible employees are entitled to leave for up to twelve (12) weeks in any twelve (12) month period (or in the case of a leave for an employee's serious health condition, where a leave extension is requested and approved.)

b. Leave taken to care for a child after birth, adoption, or placement the employee's home for foster care must be taken in consecutive work weeks. Leave taken for the employee's or a covered family member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, the Company will follow applicable federal and state laws in reviewing and approving such leave requests.

5. Reinstatement Rights

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (i.e. if the employee's position is no longer available due to a job elimination). In addition, employees on a leave extension are not guaranteed reinstatement. Although the Company will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and the Company's need to fill vacancies and its ability to find qualified temporary replacements.

25.02

(a) A military leave of absence will be granted as an employee enlists, is inducted, or is recalled to active duty for a period of up to five years. Employees who in the uniformed services, including voluntary or involuntary performance duty in active duty, training for active duty, initial duty for training, inactive duty training, full-time National Guard duty, and period of absence for fitness for duty examination are entitled to re-employment and all other rights and benefits provided by the Uniformed Services Employment Rights Act.

25.03 - Personal Leaves of Absence (Personal Leaves of Absence Are For Reasons Other Than Medical)

1. Qualifications for Personal Leave of Absence

Employees who have successfully completed the probationary period, but do not qualify for a Family and Medical Leave of Absence as set forth in Section 25.1, above, may be granted one personal leave of absence, not in excess of thirty (30) days, at the Employer's discretion.

2. Purpose of the Personal Leave of Absence

Eligible employees may be granted one personal leave of absence, not in excess of thirty (30) days in a (12) twelve month period, at the Employer's discretion, for an employee's own serious health condition or to extend a funeral leave.

3. Personal Leaves of Absence Shall be Unpaid

The Employer shall make Health and Welfare contributions to Amalgamated Life Insurance, on behalf of employees on an unpaid personal leave of absence as outlined in Exhibit "E."

4. Submission of Request for a Personal Leave of Absence

Employees shall submit a request for the Employer's consideration for a personal leave of absence as far in advance of the anticipated leave date as is practicable. Normally, this should be within two (2) business days of when the employee becomes aware of the need for the leave.

5. Other Requirements for a Personal Leave of Absence for an Employee's Own Serious Health Condition

1. An employee must submit the appropriate medical certification from his/her physician any time that the employee expects to be, or is absent, for more than five (5) consecutive work days as a result of his/her own serious health condition (including pregnancy). Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of return to work.

2. During the leave, employees may be required to provide the Company with additional physician's statements on request from the Company or the Company's insurance Carriers, attesting to the employee's continued disability and inability to work. Employees may also be required to submit medical examinations by physicians designated by the Company at its discretion and at the Company's expense, at the beginning of, during, or at the end of the leave period, and to provide the Company with access to the employee's medical records as required.

3. Prior to returning from a leave for the employee's serious health condition, the employee must present the Company with a note from his/her physician indicating that the employee is capable of returning to work and performing the essential functions of the position with or without reasonable accommodation. Where required, the Company will consider making

reasonable accommodations for any disability the employee may have in accordance with applicable laws.

6. Extension of Funeral Leave

Employees may be required to provide a certificate of death or other proof of death, and support for the need to provide an unpaid leave following paid funeral leave.

7. IMMIGRATION: Attached as Exhibit "E."

ARTICLE 26- DISCHARGE AND DISCIPLINARY ACTION

No employee will be disciplined or discharged without just cause. Discipline will be applied in a fair, consistent, and non-discriminatory manner. Disciplinary measures are to be designed to improve the employee's performance, through counseling and assistance, until the employee can achieve and maintain satisfactory performance levels. Discipline will be applied in a progressive manner and will always be corrective rather than punitive in nature.

For general infractions, discipline shall be given at the end of the shift and not in the work area.

ARTICLE 27- AGE LIMITATION

It is agreed that the Employer shall observe all Federal and State Laws as applied to individuals seeking employment.

ARTICLE 28- TIME OFF FOR UNION BUSINESS

The Employer agrees upon five (5) days written notice to the Corporate Human Resource Department to grant the necessary time off without discrimination and without pay to any employee designated by the- Union to serve in any capacity on official Union business, based upon the mutual agreement of the Union and the Employer. In case of emergency the Company can request from the Union to recall the employee.

The Employer and the Union agree that a leave of absence without pay or benefits shall be granted to not more than two (2) shop stewards per plant at any one time, but not from any one (1) department for the purpose of accepting employment with the Union, provided that the leave may not exceed six (6) months. This leave will be granted at the sole discretion of the Employer.

ARTICLE 29- POSTING AGREEMENT

The union will be allowed to post a copy of this Agreement in a conspicuous place in each plant on bulletin boards-provided by the Employer.

ARTICLE 30- AMENDMENTS AND SUPPLEMENTS

Amendments or supplements to the Agreement shall be by mutual agreement of the parties hereto, shall be reduced to writing, and shall be executed by the Union and a corporate

representative. Any written amendments or supplements which may be agreed upon shall become provided in such amendments or supplements.

ARTICLE 31- BARGAINING UNIT WORK

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except:

- (a) When there are not unit employees available to perform the work needed.
- (b) When such is necessary for the purpose of instruction and/or training of personnel. In cases of unforeseeable emergencies.

ARTICLE 32- UNION REPRESENTATIVE VISITING PLANT

32.01

Authorized representatives of the Union (limited to three per plant) shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors regarding Union business and collecting Union dues, assessments and initiation fees. Such visits shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their working hours. Union representatives will be required to report to the designated office or security and sign in and wear identification while on the premises of the Employer.

32.02

The Union may select trained Union Stewards from among the employees. Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article 14 (Grievance and Arbitration), and the discussion with the Employer's designated representatives of questions or concerns regarding the Employer's work practices and procedures, provided that a designated Union official provides the Union Steward and the Employer's designated representative with specific written authorization permitting the Union Steward to engage in such activity. The Steward shall not engage in such activities described above on paid work time, unless the Employer's designated representative provides specific authorization to the Union Steward while the employee is on paid work time, unless the Employer's designated representative has agreed the employee should attend a meeting on paid work time. Stewards engaged in activities authorized by the Union shall comply with the obligations imposed upon authorized Union representatives by Article 32.01 of this Agreement.

That the Business Agent(s) or Duly Designated Representative(s) of the Union shall be allowed to visit the Plants of the Employer at any time during working hours and may be accompanied by a Representative of the Employer. The Union will notify the Company an hour prior to arrival by speaking to a member of upper management to notify the Employer prior to visitation. Representatives shall enter through front offices, during office hours; at all other times the Representatives shall notify the management official in charge of their presence.

ARTICLE 33- SUPERVISORS AND MANAGERS

Only non-bargaining unit employees may be given supervisory authority over bargaining unit employees. All, employees designated or authorized by the Employer to be a supervisor shall be adequately trained to supervise employees prior. to their designation or authorization to be a supervisor. If a problem arises due to the fact that a supervisor or manager supervises or has plant wide authority over a relative, the Employer will make the necessary adjustment with the relatives to resolve the problem.

ARTICLE 34- TREATMENT OF EMPLOYEES

The Employer agrees and commits to the philosophy that each employee should be treated with respect and dignity. Verbal abuse, threats, or harassment by managers or supervisors will not be tolerated. by the Employer. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases where the employee requests a witness or Union representative. Discipline shall be administered in a professional, adult, and non-confrontational manner.

ARTICLE 35- FUNERAL LEAVE

If a full-time employee loses a member of his/her family (identified below including in-laws and step family), the employee is eligible for up to three (3) days of paid funeral leave. The days are limited to regularly scheduled work days; the before, the day of and the day after the funeral.

Parent	Spouse
Child	Sibling
Grandparent	

Eligible days of pay will be regularly scheduled work days.

If the funeral requires the employee to travel more than 100 miles from his/her residence, the employee may be granted up to an additional seven (7) days of unpaid leave of absence.

The Employer may request documentation to verify the need for funeral leave upon employee's return.

ARTICLE 36- PRODUCTION STANDARDS

Notwithstanding the fact that the parties have recognized the Employer's right to establish reasonable production standards, it is hereby agreed that an employee's obligation to meet such production standards shall be, measured by the work .produced by an employee on a daily basis. Furthermore, all employees shall be advised of their production rate no less than every two (2) hours.

The Employer agrees to abide by federal and state laws pertaining to production standards.

ARTICLE 37- OWNERS AND SUCCESSORS

This Agreement shall cover all employees employed in classifications listed in Article 8 in operations within the jurisdiction of the Union, in Greater Las Vegas, Nevada, which after the effective date of and during the term of this Agreement, are owned by, operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the . Employer covered by this Agreement or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

In the event that the Employer sells, transfers, or assigns its interest in the operation covered by this Agreement or substantially all of the assets used in such operation, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, -and the Employer further agrees that as a condition to any such sale, transfer or assignment, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall hire the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and furnish a copy thereof to the Union. The Employer thither agrees that as a condition. of any such sale, transfer or assignment, it will transfer to the successor(s) all of its completed Forms 1-9 for bargaining unit employees employed as of the date of transfer, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms 1-9 in lieu of completing new Forms 1-9 for bargaining unit employees and_ furnish a copy of this agreement to the Union not less than thirty (30) calendar days prior to the closing of the transaction. If the Employer performs these promises, it shall be relieved of its obligations hereunder. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

ARTICLE 38- DURATION

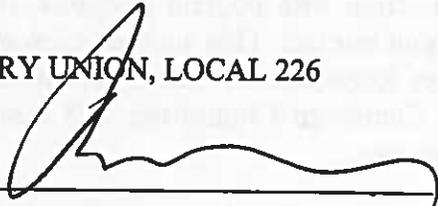
The term of this Agreement shall commence on the 1st day of April, 2017, and continue until the 31st day of March, 2020, and for an additional period of one year thereafter unless either party shall notify the other in writing by certified mail not less than sixty (60) days prior to the 31st of March, 2020, or the 31st day of any succeeding year the desire to terminate, modify, or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 28th day of June, 2018.

EMPLOYER – ALSCO, INC.

CULINARY UNION, LOCAL 226

BY: *James D. Baul*

BY: 

ITS: *Representative*

ITS: President

BY: *Deborah Aquello Klue*

ITS: Secretary-Treasurer

EXHIBIT A — POLITICAL ACTION COMMITTEE

The Employer agrees to honor political contribution deduction authorizations from its employees, in the following form:

I hereby authorize the employer to deduct from my pay the sum of one dollar (\$1.00) per month and to forward that amount to the Hotel Employees and Restaurant Employees International Union TIP- "To Insure Progress," This authorization is signed voluntarily and with the understanding that the Hotel Employees and Restaurant Employees International Union TIP —"To Insure Progress" will use this, money to make political contributions and expenditures. in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer UNITEHERE, TIP Campaign Committee, 275 Seventh Avenue, New York, New York, 10001, and to the Employer.

The political contribution deduction shall be made once each month during which and employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. This money shall be remitted within thirty (30) days after the last day of the preceding month to the Hotel Employees and Restaurant Employees International Union TIP Treasure UNITEHERE, TIP Campaign Committee, 275 Seventh Avenue, New York, New York, 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction. has been made, and the amount deducted.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other terms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

Employees who revoke their authorization will not have a subsequent authorization honored by the employer until the commencement of the following calendar quarter, at the earliest.

EXHIBIT B- EMPLOYEE INFORMATION

To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the following information to the Union:

(a) By the twentieth (20th) day of each month, a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each employee's name, social security number, department, job title, home address, phone number, gender, status (full time, part time, etc.), date of hire, date of birth and ethnicity.

(b) By the twentieth (20th) day of each month, a list of all bargaining unit employees terminated, placed on leave of absence or transferred out of the bargaining unit, during the preceding month including each employee's name, social security number, the reason for such termination, leave of absence or transfer and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.

(c) The reports described in subsections (a) and (b) shall be downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site.

(d) 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, job title, home address, phone number, status (full time, part time, etc.) and date of hire, date of birth and ethnicity. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. The Union agrees to sign a confidentiality form pertaining to the use of such data. This report shall be in an Excel spreadsheet or in a formatted text format like .csv format, containing header information in any one of the following media:

1. Downloaded by the Union from the Company's FTP site
2. Uploaded by the Company to the Union's FTP site

EXHIBIT C- PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, a Member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both. the Employer and _____, by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable Check-Off from year to year unless revoked as herein above provided.

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.

4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.

5. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular- month thereafter shall begin with the following calendar month.

6. Deductions shall be made. in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to Banquet Workers.

The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.

8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, *or* Where a deduction is not in conformity with the provisions of .the -Union Constitution and By-Laws, refunds to the employee will be made by the Union.

9. The Employer shall remit each month to the designated financial officer of the Union; the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

- (a) 3/4" diskette in Formatted Text (Space Delimited) format
- (b) CD ROM in Formatted Text (Space Delimited) format
- (c) ZIP Disk in-Formatted Text (Space Delimited) format
- (d) Via e-mail transmission; after the Union has demonstrated to the Employer that the proper "POP" security encryption measures exist in the Union's network

The report shall contain header information and be set up so that position "1" is the first position (not position 0). The positional formatting shall be as follows:

Positions 1-13	Social Security Number with the dashes
Positions 14-54	Name as Last name, First name
Positions 55-60	The dollar amount of the remittance without a dollar sign, left justified, and with the minus sign in front for negative amounts (such as -30.00).

The remittance shall be forwarded to the above designated financial officer not later than the twentieth (20th) of the month, for the deduction from the first paycheck received by the employee prior to the twentieth {20th} of the month received by the employee for the month the dues are being paid.

10. Any employee whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.

11. In the event any employee shall register a complaint with the Employer alleging his/her dues are being improperly deducted, the Employer will make no further deductions of the employee's dues. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Employer.

12. The Employer shall not be liable to the Union by reason of the requirements of this Check-Off. Agreement for the remittance of payment of any sum other than that constituting deduction made from employee wages earned. .

13. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

EXHIBIT D-IMMIGRATION

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to United States Citizenship and Immigration Service ("USCIS") proceedings and any related matters for the employee only. The Employer may request verification of such absence.

A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to his or her former classification without loss of prior seniority provided the Employee produces proper work authorization within twelve (12) months of the date of termination, and to his or her former shift and station if the Employee produces proper work authorization within ninety (90) days of the date of termination. If the employee produces proper work authorization within twelve (12) months from date of termination, the employee would return, without loss of prior seniority, to his or her former classification displacing the least senior employee in that job classification. Employees do not accrue vacation or other benefits based upon particular Plan policies during such absences.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without retaining seniority, upon the Former employee providing proper paper work authorization within a maximum of twelve (12) additional months from the date the employee notifies the Employer that he or she needs additional time. The parties agree that the employee would be subject to an introductory period upon rehire in such event.

**EXHIBIT E-SUPPLEMENTAL AGREEMENT UNITE HERE NATIONAL
RETIREMENT FUND**

This SUPPLEMENTAL AGREEMENT (the "Agreement") is made as of November 2007, by and among Mission of Nevada, Inc. (the "Employer"), UNITE HERE (the "Union"), and the UNITE HERE National Retirement Fund (the "Fund").

WITNESSETH:

WHEREAS, the Employer and the Union have heretofore executed a collective bargaining agreement with respect to the Employer (the "Collective Bargaining Agreement");

WHEREAS, as part of the consideration for the execution, renewal and/or extension of the Collective Bargaining Agreement by the Union, the Employer agreed to

contribute sums of money to the UNITE HERE Workers Pension Fund;

WHEREAS, as a result of a merger of the UNITE HERE Workers Pension Fund into the Fund, effective as of September 30, 2007, the Fund is a successor to the UNITE HERE Workers Pension Fund; and

WHEREAS, as part of the consideration for the execution, renewal and/or extension of the Collective Bargaining Agreement by the Union, the Employer agreed to enter into a supplemental agreement in the form of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree that the Collective Bargaining Agreement shall be supplemented as follows:

1. Participation; Trust Agreement.

a. Effective November 2007, the Employer shall become a participating employer in the Fund (a "Participating Employer").

b. By participating in the Fund, the Employer shall be a party to the Agreement and Declaration of Trust of the UNITE HERE National Retirement Fund, as amended (the "Trust Agreement"), which established the Fund as a jointly-administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers. To the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions set forth in the Trust Agreement, the terms and conditions of the Trust Agreement shall control.

2. Contributions; Employee Participation.

a. Commencing as set forth in the Collective Bargaining Agreement, on or before the tenth of each month, the Employer shall pay to the Fund, at the rate set forth in the Collective Bargaining Agreement, an amount per employee who is a member of the bargaining unit covered by the Collective Bargaining Agreement for each hour

compensated for all payroll weeks ending in the prior calendar month (the "Contributions"). The Employer shall be required to commence Contributions for new employees following 90calendar days of employment.

b. The Contributions shall be payable to the "UNITE HERE National Retirement Fund" and shall be remitted to the office of the Fund.

c. The Employer shall furnish to the Fund with the Contributions (or upon request) such information and/or reports, in such form and manner as required by the Trustees of the Fund, -which may include the names of the Employer's employees, their Social Security numbers, the hours worked by each employee (including employees not covered by the Fund's plan of benefits as the Trustees may reasonably require), paid hours, unpaid hours; vacation, sick leave and such other information as the Trustees may require in connection with the administration of the Fund (the "Contribution Reports").

d. The Employer further agrees to provide the Fund written notice within thirty (30) days after any of its employees participating in the Fund (i) dies, (ii) is terminated from employment, or (iii) otherwise ceases to be eligible to participate in the Fund.

3. Collection by the Fund.

a. In addition to any remedies to which the Union or the Fund may be entitled, if the Employer (i) is in default in its Contributions for one (1) or more months, (ii) is delinquent in submitting a Contribution Report and/or submits an inadequate Contributions Report to the Fund for one (1) or more months, (iii) refuses to permit the Fund to conduct an audit, and/or (iv) is shown by an audit to owe Contributions and/or Contribution Reports to the Fund; the Trustees of the Fund or the Fund Administrator may commence against the Employer, or any other individual or entity that may be liable to the Fund for the Contributions, an action in court or an arbitration (in accordance with Paragraph 4 herein).

b. In the event the Fund commences against the Employer (or other individual or entity) an action in court or an arbitration as set forth in Paragraph 3(a), the Employer (or other individual or entity) shall be liable to the Fund for all costs incurred by the Fund in such action in court or arbitration, including arbitration fees, interest, auditors' fees, -attorneys' fees and costs, court costs (including filing fees and service of process costs), incurred by the Fund in the collection of the Employer's Contributions or other payments. The Employer (or other individual or entity) shall also be liable to the Fund for: interest at the rate of one percent (1%) per month or part thereof (or at such other rate as the Trustees may from time to time determine), and liquidated damages at an amount equal to the greater of interest on the delinquent Contributions or twenty percent (20%) of the delinquent Contributions.

c. In the event this Agreement is terminated or the Trustees of the Fund determine, in their sole discretion, that the Employer has withdrawn from the Fund pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Fund may invoke the procedures provided in the Trust Agreement and ERISA for the assessment and collection of withdrawal liability.

4. Arbitration

a. Any controversy, claim, complaint, grievance or dispute arising out of or relating to the provisions of this Agreement or the interpretation, breach, repudiation application or performance thereof may be submitted by the Fund (at the discretion of the Fund's Trustees or the Fund Administrator) or the Employer to formal and binding arbitration in a proceeding in New York City, New York. Dr. Phillip Ross, or his designee, is designated as the arbitrator under this Agreement. In the event of the unavailability of Dr. Phillip Ross, or his designee, a successor arbitrator shall be appointed in writing by the Employer and the Fund. In the event they cannot agree upon a successor, the arbitrator shall be appointed forthwith by the American Arbitration Association upon application of the Fund or the Employer.

b. Arbitration under this Paragraph 4 shall be conducted in accordance with the Multi-employer Pension Plan Arbitration (MEPPA) Rules for Withdrawal Liability Disputes of the American Arbitration Association. The arbitrator's award shall be final and binding upon the parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the ward and an enforcement as the law of such jurisdiction may require or allow. Each party shall bear its own cost, including attorney's fees, of the arbitration. Nothing contained herein shall be deemed to prohibit the arbitrator from awarding interest to the prevailing party if the arbitrator deems it to be justified and appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 28th day of June, 2018.

EMPLOYER – ALSCO, INC.

CULINARY UNION, LOCAL 226

BY: *James Beard*

BY: *[Signature]*

ITS: *Representative*

ITS: President

BY: *Rebecca Arguello Klue*

ITS: Secretary-Treasurer

SIDE LETTER RE SENIORITY LISTS

The Employer shall on a monthly basis post an updated seniority list which lists employee names and hire dates next to the time clock.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 28th day of June, 2018.

EMPLOYER – ALSCO, INC.

CULINARY UNION, LOCAL 226

BY: Jerome Beard

BY: [Signature]

ITS: Representative

ITS: President

BY: Deconda Aguillo Kline

ITS: Secretary-Treasurer

