

LABOR AGREEMENT

Between

ALSCO - RICHMOND

and the

**WORKERS UNITED — MID-ATLANTIC REGIONAL
JOINT BOARD**

February 1, 2019 — January 31, 2022

AGREEMENT

This Agreement, made and entered into this 1st day of February, 2019, by and between ALSCO-RICHMOND, hereinafter referred to as the "Employer" or the "Company", and Workers United — Mid Atlantic Regional Joint Board, hereinafter referred to as the "Union."

PREAMBLE

It is the aim and purpose of this Agreement to assure industrial peace and efficient, economical and profitable production, enabling the employees and the Company to provide, so far as economic conditions may permit, security and continuity of employment, therefore, the Company 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 Company, and the Union, the employees, the customers, and the public.

ARTICLE 1

RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time production employees and porters at its plant at 1701 Touchstone Road, Colonial Heights, Virginia, but excluding all professional employees, clerical employees, dispatchers, maintenance and engineering employees, truck drivers, drivers' helpers, garage mechanics, confidential employees, managers, guards and supervisors as defined by the Act.

ARTICLE 2

UNION SECURITY

Section 2.1: The Company shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership.

Section 2.2: The Company shall send to the Union on a regular monthly basis all names of the new employees hired and all employees who have left their employment.

ARTICLE 3

UNION DEDUCTIONS

Section 3.1: The Company and the Union agree that the deduction of dues or a service charge equal in amount to the dues of the Union from the wages of Union members will be made weekly during the life of this Agreement, and any renewal thereof, upon presentation to the Company of authority for such deduction which authority shall be under the following conditions, unless and until such authorization is resolved by its terms.

The Union will notify the Company in writing at least 14 days prior to the next scheduled pay period and the exact amount of such monies to be deducted and will furnish to the Company a current copy of such authorization form signed by the employee agreeing to said deduction.

Section 3.2: Newly hired employees shall be eligible upon completion of their thirty (30) days of employment to submit written authorization to the Company for said deductions. The Company shall deduct and transmit to the treasurer of the Union within thirty (30) calendar days the total amount so

deducted with a statement for the same attached no later than the thirtieth (30th) day of the following month.

Section 3.3: The Company shall deduct and transmit to the treasurer of the Union —Political Action Committee the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least 14 days prior to the next scheduled pay period, on the forms provided for that purpose by the Union—Political Action Committee. These transmittals shall occur no later than the thirtieth (30th) day of the following month, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. The Union agrees to reimburse the Company for the reasonable cost of making, processing and remitting such deductions.

Section 3.4: The Company agrees to provide voluntary payroll deductions for union members to participate in various benefit programs such as worker's life insurance and credit unions sponsored by Workers United. The Company agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted for their participation in the plan.

Section 3.5: The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of making any deduction in accordance with the forgoing authorization and assignment as provided for in Sections 1, 3 and 4.

Section 3.6: No obligation is herein assumed by the Company other than to make and pay the deductions for the earnings of Union employees in the manner above provided, as an accommodation to the Union, and the Company is hereby discharged of any obligation to settle disputes between its employees and the Union concerning the amounts of such deductions as provided in Sections 1, 3 and 4.

ARTICLE 4

UNION ACTIVITY

Section 4.1: Stewards It is hereby agreed that the Union may have duly accredited representatives to be known as "Stewards" to be selected by the Union.

- a) There shall be no more than one (1) steward for each first line supervisor but at least one (1) steward per shift. The Union will notify the Company, in writing, of the names of the persons selected as stewards.
- b) It shall be the duty of the stewards to attempt to the best of their ability to see that the terms, provisions and intentions of the Agreement are carried out and further to handle the provisions of Article 8 (Grievance Procedure) such grievances as are referred to them. To accomplish these duties, it is agreed that they will cooperate with management to the fullest extent.
- c) It is further agreed that stewards will, before leaving their regularly assigned work to perform such Union duties as specified herein, secure the permission of their appropriate Supervisor or Plant Manager. Such permission shall not be unreasonably denied.
- d) The Company agrees that there shall be no discrimination against Stewards.

Section 4.2: Union Orientation At the time a new employee subject to this Agreement is hired, the Company shall notify said employee that the Company recognizes and is in contractual

relations with the Union. The Company agrees to introduce the Steward to all new hires at the time of hire. In addition, all new employees shall be entitled to receive a fifteen (15) minute orientation provided by a Union representative as scheduled by the Company.

Section 4.3: Union Visitation The Business Agent or duly designated representative of the Union shall be allowed to visit the Richmond plant upon prior notice at any time during working hours. While in production areas the union representative may be accompanied by a representative of the Company, and shall not unduly interfere with the production process.

The Company shall, if possible, make available to the Union non-work areas in order for the Union to hold meetings with employees during non-work time.

Section 4.4: Union Bulletin Board

The Company shall provide one (1) bulletin board for the exclusive use of the Union which shall be placed near the employees' time clock or in a place to be mutually agreed upon by the parties. Union notices stating the time and the place of union meetings, union elections, result of union elections and appointments, union social affairs and union dues may be posted upon the union bulletin board. No notice shall contain any political or controversial matter or any matter reflecting upon the Company, the Union or any employees.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1: It is mutually agreed that, except as limited by the provisions of this Agreement, the Company has and will retain the exclusive right and power to manage its plant, including, but not limited to the right to hire, discharge or discipline for just cause, to assign or transfer its employees, to decide the products and services to be provided, the methods and schedules of production and service including the means and process of production and services to plan, direct, control, increase, decrease, or diminish operations in whole or in part, to increase or change production or service work equipment, to sell, close, or remove any branch or facility, to transfer work; to change equipment, methods, facilities, areas of production or service, types of production or service; to introduce new methods, products, techniques, and/or equipment; to change or discontinue any procedure used in connection with production or service; to add to or reduce the number of shifts; to change the work schedules and/or the number of overtime hours to be worked; to determine the number of employees that it shall employ at any time or in any job classifications; to determine the job duties and responsibilities of any job classification; to determine the qualifications necessary to any of the jobs it shall have or may create in the future; to adopt, modify, change and enforce reasonable safety and plant work rules; to establish reasonable production and performance standards; to install or modify piece rates, change hourly paid jobs to piece rate or piece rate to hourly paid; to, in its discretion, assign or reassign work duties both of regular and overtime work in accordance with its determination of the needs of respective jobs and operations; to determine the identity and selection of any carrier, trustee or administrator including the method of handling thereof for benefits provided under any Company administered benefit plan, and to perform all other functions inherent in the administration and/or management of the business.

Section 5.2: It is agreed that the above listed reserved management rights, shall not be impaired by an arbitration award under Article 8.

ARTICLE 6

STRIKE AND LOCKOUT

The Company agrees that it will not lockout employees during the term of this Agreement. The Union agrees that it will not call, authorize, condone, or support any strike, walk-out, slow-down, work stoppage, picketing, bannering, sympathy strike, or other interference with production at the Plant by the employees throughout the entire period of this Agreement or any renewal or extension thereof. If any strike, sympathy strike, walk-out, work stoppage, slowdown, picketing, or other interference with production occurs, the Union will promptly take all means at its disposal to end such activity. It is further agreed that if any employee or employees engage in a strike, walk out, slow down, stoppage, work stoppage, picketing or sympathy strike, such employee and those participating with him/ her may be disciplined and/or discharged.

ARTICLE 7

DISCHARGE AND DISCIPLINARY ACTION

Section 7.1: No employee will be disciplined or discharged except for just cause. The Company will promptly advise the Union of any discharge. In the event the Union claims the discharge is unjust, the grievance may be referred directly to Step 3 of the grievance procedure within ten (10) working days of the occurrence of the dispute. If an employee is found to have been discharged or disciplined without just cause, the arbitrator shall have the authority to determine an appropriate remedy which may include lost pay, reinstatement and loss of seniority..

Section 7.2: Employees shall receive copies of all written warnings (with a copy to the Union) within ten (10) working days of the Company's knowledge of the action that necessitated the discipline.

Section 7.3: Disciplinary Meetings Any employee who is required to attend a disciplinary interview or investigation that might lead to discipline, shall have the right to have a Union Representative accompany him or her. Written warnings issued to employees will become void after nine (9) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.

Section 7.4: Written Warning Procedure

Upon receipt of a fifth (5th) written warning, the employee will be subject to immediate discharge except in those disciplinary situations where the circumstances and/or the type of offense are such that discharge without a prior warning is appropriate. Such extraordinary situations include, but are not limited to: established dishonesty, theft, insubordination, fighting, workplace violence, threats, bringing weapons onto the premises, willful destruction of company property, drinking, ingesting, or having in one's system, or the possession of, alcoholic beverages or drugs while on duty or on the Company's premises; the use, or possession of narcotics or unlawful substances while on duty or on the Company's premises.

Section 7.5: Production efficiency written warnings are not to be used in conjunction with non-efficiency related warning notices and will be given within five (5) working days of the action necessitating the discipline.

Section 7.6: Any employee disciplined for violation of the Company rules shall have a right to bring a grievance under the Grievance Procedure provided in this Agreement. It is agreed that at all times employees will observe the rules of the Company and the directions of its supervisors. If an employee feels aggrieved as a result of the rule, or direction, he/she will observe the rule and direction and express his/her grievance through the Grievance procedure provided in this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE & ARBITRATION

Section 8.1:

(a) For the purpose of this Agreement a grievance is defined as meaning any dispute that may arise between an employee and the Company, or between the Union and the Company respecting the interpretation, application, or alleged violation of any of the terms of this contract.

(b) In order for grievances to be recognized they must be presented in writing within 10 working days of their occurrence, or issuance of disciplinary action, and according to the following procedures:

Step 1: The employee and the steward (at the employee's option) shall discuss the grievance with their supervisor within 10 working days of the violation.

Step 2: If the grievance is not resolved at Step 1, it shall be presented to the Production Manager within five (5) working days following the discussion at Step 1. The employee, steward, an HR representative, and the Production Manager shall meet to discuss the matter within three (3) working days of presentation to the Company.

Step 3: If the grievance is not resolved at Step 2, the grievance shall be presented to the General Manager or his/her designated representative. At this step of the Grievance Procedure the written grievance shall include the specific contractual provisions claimed to have been violated, the details supporting the claim and the remedy sought. It shall be presented to the General Manager, or to the person designated by the General Manager to discuss Step 3 grievances, not later than ten (10) working days following the Step 2 meeting. The General Manager or his designee will schedule a meeting with the Union's Business Agent to discuss the grievance, and such meeting will be held within ten (10) working days, unless such deadlines are extended by mutual agreement. The Business Agent, the local Union president, the shop steward and the grievant shall meet with an HR representative and the General Manager to discuss the grievance. The General Manager shall give his/her written answer to the grievance within seven (7) working days following the Step 3 meeting.

Step 4: In the event the grievance is not resolved at Step 3, a Regional Representative to be designated by the International Union may request a meeting with the Company official designated to handle Step 4 meetings for a further discussion on the unresolved grievance. A request for a Step 4 meeting must be made by the International Representative, in writing, within ten (10) working days of the Company's written answer at Step 3 unless such deadlines are extended by mutual agreement. The Company will give its answer in writing within seven (7) working days following the Step 4 meeting.

(c) Grievances in Steps 1 and 2 above will be discussed before or after working hours or at such times as will not interfere with production. Grievance meetings in Steps 3 & 4 will be held as a result of arrangements between the Union business agent or International Representative and the appropriate Company representative.

(d) It is understood and agreed that each grievance shall be considered a separate matter, except that grievances arising out of an identical set of facts or the same incident involving more than one person shall be treated as a single, joint grievance, otherwise, each grievance shall be considered a separate and distinct grievance and shall be handled separately and distinctly.

Section 8.2: Arbitration Procedure

(a) In the event that a grievance has not been settled at Step 4, the Union may within thirty (30) calendar days of the Company's final answer at Step 4, notify the Company of its intent to submit such grievance to arbitration. The parties shall attempt to agree on an arbitrator. Absent an agreement, the arbitrator shall be selected from a list of seven (7) arbitrators, requested from the Federal Mediation and Conciliation Service. All arbitrators on the list furnished by FMCS shall be members of the National Academy of Arbitrators. If no written request for arbitration is made with the thirty (30) calendar day period provided herein, the grievance shall be barred from arbitration and from further consideration.

(b) The Arbitrator shall set a hearing at an appropriate time and place and shall hear such evidence and the testimony and consider only the matters submitted to him or her, and shall as promptly as possible reach a decision.

(c) The Arbitrator shall not have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and such decision shall be final and binding upon the parties.

(d) Each party shall be responsible for one-half (1/2) the expenses and fees of the Arbitrator designated under this Article.

ARTICLE 9

HOURS OF WORK

Section 9.1: A normal work week shall consist of (40) hours, excluding holiday weeks, in four (4) days or five (5) days, and thirty-two (32) hours in a holiday week. There shall be one fifteen (15) minute break at 9:00 a.m. each day. Employees will be entitled to a second fifteen (15) minute break at 2:30 p.m. each day provided they work past 2:30 that day. All breaks shall be inclusive of travel time.

There shall be a lunch period of thirty (30) minutes each day for the employees covered by this Agreement, which shall not be considered as part of the employee's working time.

Hours to be worked per day per week are to be determined by Company requirements.

In the event the normal schedule work week is changed, employees shall be provided a one (1) week notice. Each employee shall be assigned at least two (2) days of rest.

Section 9.2: Employees shall be paid for hours worked at straight time rate of pay.

Any employee required to work more than forty (40) hours in any one week shall be compensated for the additional time worked at the rate of one and one-half (1 1/2) times the regular rate of pay.

Section 9.3: No employee shall be required by the Company to leave early solely for the purpose of circumventing payment for overtime hours worked; however, the practice of volunteering personnel off on a voluntary basis shall still be in effect.

Section 9.4: If an employee is required to work on his/her first day of rest, the employee shall be paid the rate of one and one-half (1 1/2) times the regular rate of pay for such hours worked, provided he/she has actually worked all forty (40) scheduled hours that week,, including any vacation time.

Section 9.5: If an employee is required to work on his/her second day of rest, the employee shall be paid the rate of double (2) times the regular rate of pay for such hours worked provided he/she has actually worked all forty (40) scheduled hours that week, including any vacation time.

Section 9.6: There shall be no duplicating or pyramiding in computing premium pay and/or overtime pay, and the same hours shall not be used twice in computing premium and/ or overtime pay under any provisions of the Agreement.

Section 9.7: Nothing contained herein shall in any way limit the Company's right to fix the actual work time in any day or week or to require work on days of rest or holidays with the exception of Christmas Day or Labor Day so long as the provisions for overtime as set forth in the Agreement are observed and provided the employees are notified no later than noon on Friday of the week before the holiday.

Section 9.8: Any employee required to standby on the Company's premises shall be paid their regular rate of pay for the standby time.

Section 9.9: Once a work week has begun, employees with one (1) or more years of seniority will not have their work week reduced for the work scheduled in that work week, provided such work is at least thirty (30) hours. It is further agreed that the work crew can be reduced on a voluntary basis, or the work schedule can be reduced for employees under one (1) year seniority, at any time during the work week.

Section 9.10: Nothing covered in this Article is to prevent the Company and the Union from working out a different schedule if mutually agreed to by both parties.

Section 9.11: Notice of any change in reporting hours shall be posted the previous day to which the change is to be made. Changes in closing time must be posted daily stating quitting time not later than fifteen (15) minutes before lunch period on the day of occurrence or, in the case of emergency (such as equipment break down, power failure or similar emergencies), as soon as possible.

Section 9.12: When the Company requires overtime work in a department or plant, the employees who work in that department or on that operation in the plant where the overtime is required, are the employees who will be required to work. If additional employees are needed, they will be selected by seniority from a voluntary daily overtime list posted in the plant. If sufficient volunteers are not available, the overtime work shall be assigned to the least-senior qualified employee(s) in the plant.

ARTICLE 10

SENIORITY

Section 10.1: Definition: Seniority shall be defined as length of continuous service with the Company. Seniority rights shall be exercised as provided for in this Article.

Section 10.2: The seniority of an employee shall accumulate during the course of his employment as prescribed in the following regulations:

(a) Each new employee shall have a sixty (60) day probationary period of performing bargaining unit work. The discharge of a probationary employee during the probationary period is not a matter for grievance. Upon completion of the probationary period, seniority shall date from the last date hired.

(b) Employees transferring from one plant to another shall retain their seniority. Request for transfers must be in writing and may be granted in the Company's discretion, however such requests will not be unreasonably denied.

(c) Any employee reporting for military service of our country shall retain his seniority during his absence in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act.

Section 10.3:

(a) In the event of a reduction of the working force the employee within the department with the least seniority shall be cut back first. Any employee being laid off who has sufficient seniority may be able to move into any job.

(b) In re-employing the working force it shall be in accordance with the seniority provisions of this Article.

Section 10.4: Any employee shall lose seniority if he/she:

(a) Quits

(b) Is discharged for just cause.

- (c) Is absent for three (3) consecutive work days without notifying his/her supervisor
- (d) Does not return to work after the expiration of a leave of absence or vacation, except for good cause and has promptly notified the Company of such cause.
- (e) Is laid off for the length of the employee's continuous service or twelve (12) months; whichever is less.

Section 10.5: If an employee is transferred out of the bargaining unit and returns within six (6) months, he/she shall return with his seniority.

Section 10.6: Any questions concerning seniority rights of an employee shall be jointly worked out by the Company and the Union through the Grievance Procedure.

Section 10.7: A seniority list shall be furnished to the Union every three (3) months.

Section 10.8: Employees being recalled from lay-offs shall be notified by Certified Mail to their last known address on the Company's records, with a copy to the Union. Failure to return from layoff in three (3) working days from mailing of the recall letter shall result in termination. It shall be the employee's responsibility to keep the Company advised of their current address.

ARTICLE 11

PROMOTIONS AND JOB ASSIGNMENTS

Section 11.1: Open jobs shall be posted on the bulletin board for a period of three (3) working days for bid. The Company will make an effort with the Shop Steward to contact absent employees to inform them of the posting. An employee selected for an open job must be available immediately to fill the job.

Section 11.2: Open jobs shall be awarded from the bidding. Such assignment is to be awarded to the senior qualified bidder. It is understood that evaluation of qualifications shall include consideration of the employee's disciplinary record. If the employee fails to qualify on the new assignment or desires to voluntarily relinquish the new assignment during the training period set for the job (1- 4 weeks) on the bid sheet, he is to return to his former job and rate of pay.

Section 11.3: If no one bids on the open job then the Company will assign the least senior employee or hire a new employee.

Section 11.4:

- (a) Employees shall be eligible to bid on only one job posting at any one time.
- (b) Employees awarded a job as a result of a lateral or down bid will not be eligible to bid again for twelve (12) months.

Section 11.5: An Employee who is a successful bidder shall not be eligible to bid on any other open job for a period of twelve (12) months.

ARTICLE 12

HEALTH AND SAFETY

Section 12.1: General

The Company shall make reasonable provisions to ensure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Company to ensure that supervisors and employees comply with such reasonable rules, regulations, and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines, which will be observed including those addressing hazard communications, lockout-tag out, and blood borne pathogens. Employees shall be provided with applicable safety and health information.

Section 12.2: Protective Equipment

The Company shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage or negligence. Appropriate respiratory protection will be made available to all continuous roller towel employees.

Section 12.3: Protection from Heat Stress

The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups to allow easy access by employees for frequent drinking. In hot environments, the Company shall provide a drink supplement in adequate quantities to last all day. The Company shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced workloads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

Section 12.4: Ergonomics Program

The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.

Section 12.5: Sanitation

Restrooms shall include appropriate lighting, mirrors, floor mats and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporary closing is necessary for repair, cleaning or remodeling. Handwashing facilities will be made accessible to employees.

Section 12.6: Protection from Bloodborne Pathogens

(a) **Protective Equipment** For employees with potential occupational exposure such as skin contact to blood or other potentially infectious materials, the Company shall provide appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered "appropriate"

only if it does not permit blood or other potentially infectious materials to pass through the employee's clothes, or reach the skin, eyes, or mouth, under normal conditions of use. The Company shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical shall be replaced as soon as practical if torn, punctured, or when their ability to function as a barrier is compromised.

(b) **Vaccinations** The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons,

Section 12.7: On-the-Job Injury

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

Section 12.8: Joint Safety and Health Committee

A Joint Safety and Health Committee ("Committee") will be established by the Company and the Union, composed of up to three (3) members of the bargaining unit selected by the Union and up to the three (3) members of management selected by the Company. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Facility Safety Officer or his/her designee will coordinate the meetings of the Committee, set agenda with input from members, assist with resources and technical assistance, and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, recommendations and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee will meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Company will consider all of the recommendations from the Committee in good faith.

Section 12.9: Safety and Health Related Training

The Company shall provide job safety and health-related training as required by Federal, State and Local regulations. Such training shall take place at intervals that comply with the applicable regulation or standard.

Bargaining unit employees should have a minimum of two paid hours of health and safety training over the course of each year. The content and delivery of such training requires approval by the joint committee.

ARTICLE 13

WAGE AND EFFECTIVE DATES

(a) Employees shall be paid not less than the wage rates as follows:

February 1, 2019	February 1, 2020	February 1, 2021
\$8.56	\$8.78	\$9.00

The wage increases specified above will take effect on the first day of the first payroll period following the date indicated.

Employees receiving more than the pay rates shown above as of the date of this Agreement shall not be subject to any reduction in pay by virtue of this Agreement, and shall receive pay increases in the same yearly increments as contained in the table above.

(b) All employees hired during the term of this Agreement shall receive a starting wage rate in accordance with applicable law.

(c) The Company may start newly hired employees at twenty (20) cents per hour less than the rates specified above. Upon successful completion of their probationary period, they shall be paid full scale as indicated above.

(d) Notwithstanding NLRB decisions to the contrary, no pay increases, bonuses or other economic improvements scheduled or provided by this Agreement, or otherwise, to be paid during the contract term, shall perpetuate after the contract expires, unless both parties ratify a negotiated MOA to this effect between 30 to 60 days prior to this Agreement's expiration. Agreement on this sunset clause means both parties unequivocally agree that increases or enhancements scheduled to be paid during the contract and paid in fact during the contract term shall not continue after the contract expires and no court or arbitrator shall have the authority to decide otherwise.

(e) For a work period designated by the Employer as second shift, full-time employees hired for said shift receive a shift differential of fifteen cents (\$0.15) per hour.

(f) When a first shift employee is assigned to the second shift, said employee shall receive the applicable shift differential for time worked on the second shift.

ARTICLE 14

HOLIDAYS

Section 14.1:

Employees who qualify shall receive the Following paid holidays:

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day
 Employee's Own Birthday

Section 14.2: Floating holidays may be substituted for named holidays upon mutual agreement of the parties. Floating holidays must be scheduled in advance.

Each employee who has completed one (1) continuous year of service shall be entitled to his or her birthday as a paid day off. The employee must schedule the birthday holiday in advance with the employee's supervisor.

In honor and memory of Martin Luther King each employee who has been employed for sixty (60) days or more shall be entitled to one paid day off. The employee must schedule this day in advance with the employee's supervisor.

Section 14.3: If the holiday occurs on the first or second day of rest and no work is performed, employees shall be given credit for an additional eight (8) hours for the week in which the holiday occurs.

Section 14.4: Holidays Not Worked

(Excluding the Normal Schedule of a four (4) day work week): If the holiday occurs during the employee's work week and the employee works four (4) days and observes the holiday, the eight (8) hours holiday pay shall be added to the actual hours worked for the purpose of computing overtime.

If the holiday occurs during the employee's work week and the employee works five (5) days, the employee shall be given credit for an additional eight (8) hours for the week in which the holiday occurs. Such holiday hours shall be used for the purpose of computing overtime.

Section 14.5: Holidays Worked

If the employee is required by the Company to work on said holiday, the employee shall be guaranteed a minimum of four (4) hours work, provided the employee works all the scheduled hours for that day. The employees shall be paid one and one-half (1 1/2) times the normal hourly rate for such hours worked. Such hours are not to be added to hours worked for the purpose of computing overtime.

If the employee works the scheduled hours for the holiday, the employee shall be credited with eight (8) additional hours of holiday pay at the normal rate of pay. Such hours are not to be added to hours worked for the purpose of computing overtime.

Section 14.6: For an employee to be eligible for holiday pay benefits, the employee must:

- (a) Have completed their probationary period.
- (b) Not absent themselves on any of the work days in the payroll week in which the holiday occurs, except due to proven illness or leave of absence with a signed statement from a certified healthcare provider, and work the last scheduled workday prior to, and the next scheduled workday following, the holiday.
- (c) Work on the first day of rest before or the first day of rest after the holiday, if required, shall be considered as a normal work week day. All such work will be paid at one and one-half (1 1/2) times the regular rate of pay. These hours are not to be added to the work week hours for the purpose of computing overtime. Only one first day of rest may be designated as a normal work week day and must be posted.
- (d) If a contractual holiday falls on Sunday, at the Company's option, Monday may be observed as the holiday.

- (e) There shall be no work performed on Christmas Day or Labor Day unless an emergency exists.

Section 14.7: Four (4) day work week - In the event of a major holiday (i.e., Christmas, New Year's, Fourth of July, Labor Day, Thanksgiving) which the entire bargaining unit observes, the work week shall be adjusted (rescheduled) so as to allow such employees to observe the holiday. Each eligible employee will be credited with eight (8) hours. Such hours are not to be added to hours worked for the purpose of computing overtime.

Section 14.8: During holiday weeks, the Company shall have the option of scheduling employees to work additional hours as needed. The Company shall also have the option of blocking one week around the holiday, and one week around Mother's Day, from vacation use. The Company shall provide two weeks' notice of which week will be blocked. Employees will be required to work these schedules in order to insure that customer needs are met.

ARTICLE 15

VACATIONS

Section 15.1: Service requirements (1500 hours worked between January 1 of any year and December 31 of the same year).

- (a) One (1) through three (3) full years of continuous service - one (1) week (forty (40) hours) at straight time pay.
- (b) Over three (3) through ten (10) full years of continuous service -two (2) weeks (eighty (80) hours) at straight time pay.
- (c) Over ten (10) through fourteen (14) full years of continuous service -three (3) weeks (one hundred twenty (120) hours) at straight time pay.
- (d) Over fifteen (15) full years of continuous service - four (4) weeks (one hundred-sixty (160) hours) at straight time pay.

Section 15.2: Other consideration for vacations provided employee has worked 1500 hours during previous year.

- (a) Employed less than one (1) full year as of December 31 - one (1) week [forty (40) hours] at straight time pay at first anniversary date.
- (b) Employed less than three (3) years as of December 31- second week of vacation [forty (40) hours] at straight time pay after their third anniversary.
- (c) Employed less than ten (10) full years as of December 31 - third week of vacation [forty (40) hours] at straight time pay after their tenth anniversary.
- (d) Employed less than eighteen (18) full years as of December 31 - fourth week of vacation [forty (40) hours] at straight time pay after their fourteenth anniversary.

Section 15.3: Employees qualifying for a third week and/or fourth week of vacation all be permitted a choice of

(a) Accepting pay for the third and/or fourth week of vacation and continue working, only with permission and agreement of the Company.

(b) Taking a third and/or fourth week of vacation.

Section 15.4: When requested by the eligible employee, vacation pay shall be in advance if one week's notice is given.

Section 15.5: Vacations shall be taken from January 1st to December 31st of each year and shall be scheduled as determined by the Company. Vacation bidding shall take place during January of each year for that year. The amount of vacation time eligible for bidding shall be determined by the number of weeks earned as of January 31 of the year. Vacation days not bid during January shall be taken on a first-come, first-served basis throughout the year.

Section 15.6: Except as provided in Article 14.8, vacations will not be declined because of an intervening holiday but the Company may schedule a small number of employees for vacations during such periods.

Section 15.7: Hours lost due to serving on the jury or as a court witness upon being summoned, on-the-job injury, time off for Union business, vacations, and holidays will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualifications for a period not to exceed twelve (12) months.

It is also agreed, if any employee is granted a leave of absence for illness (leave to be supported by a signed statement from the employee's physician) the hours lost will be computed as hours worked (not to exceed forty (40) hours per week, for a period not to exceed sixty (60) calendar days) and shall be applied to vacation hours' qualifications only.

Section 15.8: If the plant is operating on a Saturday schedule, the employee shall be permitted to start his vacation at the close of the work day, Friday, provided the employee advises the Operations Manager.

Section 15.9: An employee having completed one (1) year of service leaving the service of the Company for any reason, other than an extraordinary situation under Article 7.4, shall receive vacation pay on a pro rata basis dated from January 1. He shall receive such vacation pay in his final paycheck.

Section 15.10: Any employee taking vacations during a week in which a contractual holiday occurs shall receive one (1) additional day's pay or one (1) additional day off at employee's option. Such additional day off may not be taken the week prior to or the week after the holiday week. Such employee election must be made at the time of vacation selection.

Section 15.11: Employees with three or more weeks of vacation may elect to designate at the time of the annual vacation bid one (1) week of vacation to be used in daily increments as personal days.

(a) Personal Day selection shall be by prior agreement between employee and supervisor. Seniority shall prevail in cases of conflicting interest.

(b) The above is not to interfere with employees who are scheduled for vacation under other provisions outlined in this Article.

ARTICLE 16

INSURANCE BENEFITS

All full time employees may elect to participate in the ALSICO Medical Plan —either Single Coverage or Family Coverage. Employees electing to participate in the Single Coverage Plan will contribute twenty (20) percent for the cost of the Plan with a maximum weekly cap of \$30.00 on the contribution during the life of this Agreement. Employees electing to participate in the Family Coverage Plan will contribute thirty (30) percent for the cost of the Plan with a maximum weekly cap of \$90.00 on the contribution during the life of this Agreement. The remainder of the cost will be paid for by the Company.

ARTICLE 17

RETIREMENT PLAN

The Company shall become a participating company in the Textile Workers Pension Fund, National Plan Sub-Fund (the "Fund"), effective August 1, 2006. The Company shall be bound to the attached supplemental agreement with the Textile Workers Pension Fund, which shall be provided by the Union. The Company shall make contributions on behalf of full-time bargaining members who have completed six (6) months employment with the Company. Contributions shall be made only for those weeks for which an eligible employee was paid. Upon becoming a participant in said Fund, the Company agrees to contribute \$5.00 per week to the Fund.

ARTICLE 18

REPORTING AND CALL-IN PAY

Section 18.1: Reporting Pay Any employee who has not been notified by bulletin board announcement posted prior to the end of his or her previously scheduled shift or otherwise notified prior to his/her next regular shift and who nevertheless reported to work on time for that shift shall be guaranteed four (4) hours consecutive work during such shift or receive four (4) hours straight time pay (which pay shall not be counted as time worked for the purpose of computing overtime) provided:

- (a) the employee has provided the Company with a current address and telephone number at which the employee or the responsible member of his/her family can be reached;
- (b) the Company is not prevented from providing work due to fire, flood, storm, disaster, or other acts of Nature.
- (c) This provision shall not apply to new-hire orientation which all parties recognize may involve less than four (4) hours.

Section 18.2: Call-in Pay

Employees who are called in to work during hours not contiguous with their regular shift or schedule, shall be provided four (4) hours worked.

ARTICLE 19

UNPAID LEAVE

Section 19.1: Employees shall be granted a leave of absence for a period up to sixteen (16) weeks for inability to work due to illness, injury, or for other reasons based on just cause. Where reasonable or just cause is shown or the employee is on sick leave and presents a written statement signed by his physician, stating the employee is unable to return to work, the employee may receive a maximum of two extensions, not to exceed eight (8) weeks each, without loss of seniority.

- (a) Leaves of absence for three (3) working days or longer are to be in writing, with one copy for the Company, a copy for the Union, and a copy to be retained by the employee. If an employee, while on a medical leave of absence, accepts other employment, without written permission of the Company, his employment shall cease effective the last day worked.
- (b) If the leave of absence is for on-the-job injury, it shall continue until the employee is found to be, by an authorized treating physician, able to return to work or incapacitated for further work in the branch for a period not to exceed twelve (12) months from date of injury.
- (c) An employee who timely returns from a leave of absence will retain their seniority and return to the same job and shift with the appropriate pay rate for that job provided they are able to perform the job and as their seniority would provide.

Section 19.2: Military leave shall be granted as provided by law.

Section 19.3: Special Leave

Employees covered by this contract shall be eligible for a special leave for union organizing purposes in the laundry and linen supply industries. Requests for such leave shall be given in writing to the Company seven (7) days before the leave is scheduled to begin unless the Company determines such notice will interrupt production in which event a twenty-one (21) day notice will be required. No more than one employee may be on such special leave at one time. No such special leave may exceed one hundred eighty (180) days. Any employee on such special leave must be mutually agreed upon by management and the Union. During such special leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Company shall have no obligation to pay wages, pension contributions, insurance plan costs, holidays or other paid leaves beyond thirty (30) days of such leave. Any such payments, costs, and contributions shall be reimbursed to the Company by the Union.

Section 19.4: Family Medical Leave Act

The Company reserves the right to implement rules and regulations permitted by the FMLA affecting the rights of employees to request and take FMLA leaves of absence under one or more

of the designated circumstances provided by the FMLA. Further, the Company may require employees to take FMLA leave in conjunction with any other leave of absence (leaves to run concurrently), to which they are entitled, when the basis for such leave of absence qualifies as an FMLA leave. It is understood that this Agreement shall not limit the Company's right to provide for rules and regulations affecting FMLA leaves of absence which are more restrictive in any respect to the terms and conditions applicable to other types of leaves of absence provided for in this Agreement, which are not affected by the FMLA.

Employees on FMLA leaves will be required to substitute all accrued but unused paid leave for unpaid FMLA leave.

ARTICLE 20

PAID LEAVES

Section 20.1: Sick Days

During the term of this Agreement, employees will be entitled to two (2) sick days upon their one-year anniversary date of employment. Upon their second-year anniversary date, the employees will be entitled to a total of three (3) sick days. Upon their third-year anniversary date of employment, the employees will be entitled to a total of five (5) sick days.

Pay for the sick day shall be for eight (8) hours at the employee's regular rate of pay. Employees who are out for two or more consecutive workdays must provide a doctor's note confirming the need for sick leave in order to receive payment of sick leave. Failure to provide such a doctor's note may result in disciplinary action as well as forfeiture of sick pay. A paid sick day shall not count as hours worked for eligibility for overtime pay. Sick leave shall not be accumulated from one (1) year to the next year; provided, however, that any unused sick leave remaining at the end of the anniversary year will be paid to the employee at his or her regular hourly rate.

Section 20.2: Bereavement Pay

Employees shall be granted, provided proper documentation is given and the funeral occurs during a normal scheduled work week, three (3) consecutive working days off at straight time rate for hours of scheduled work for the purpose of attending and/or assisting in funeral arrangements for a member of the immediate family, in the calendar week or succeeding week in which the funeral occurs. The immediate family shall be the employee's spouse, children, mother, father, brothers, sisters, grandparents, parents-in-law and grandchildren. An employee shall be granted such leave provided the employee has been employed continuously for one (1) year.

Section 20.3: Jury Duty

If an employee is summoned to serve on the jury on his regular scheduled work day, the employee shall receive the difference in his regular rate of pay and the amount received for jury duty. In order to be eligible for this compensation, the employee shall furnish to the Company a written statement from the court clerk showing he was summoned and also the amount received for jury duty.

Section 20.4: Union Business

The Company agrees to grant the necessary time off without discrimination and with pay to one employee designated by the Union to attend a Workers United Convention (this is 5 days every 4th year) and to attend a Workers United Regional Meeting (2 days per year). The Union will provide the Company one (1) week's notice in each instance. The Company will further provide unpaid leave to an additional employee or employees to attend such conventions or regional meetings as the Company determines its business requirements reasonably allow.

ARTICLE 21

VOTING

Section 21.1: The Company and the Union agree that it is important and proper for all Employees eligible to vote be permitted to do so. Therefore, the Employer agrees that on election days, Employees will be permitted time off to vote at times determined to be convenient and to the best interest of those involved.

Section 21.2: The Company will grant annual paid leave to two (2) employees per branch, for two (2) days each. These employees will be selected by the Union to participate in activities which encourage participation in the electoral process. Time off for such activities shall be given upon mutual agreement of the Union and the Company, but shall not be unreasonably withheld.

ARTICLE 22

MISCELLANEOUS

Section 22.1: The Company may offer a uniform program. If the Company implements said program, its implementation shall be decided by mutual agreement. Where uniforms are provided pursuant to this clause, the uniforms will bear a Workers United emblem and be manufactured in shops represented by Workers United as long as price and quality are competitive.

Section 22.2: Education Fund

The Company agrees to contribute to a labor management committee designated by the Union, which committee has been established for purposes described in 29 U.S.C. § 175a(a)(1)(B), one dollar (\$1.00) per month for each employee who has worked a minimum of one (1) day during the preceding month provided such employee has completed ninety (90) calendar days of employment as of the first day of the month for which a contribution is to be made. Such monies shall be held in trust and utilized for special education programs in areas such as citizenship, language, health and safety, and other workplace-related training. The Union agrees that the monies contributed by the Company under this Article shall be used by the labor-management committee only for employees of the Company.

Section 22.3: The Company shall pay the lesser of fifty percent (50%) or one thousand dollars (\$1000) for the cumulative printing and translation of this Agreement. It is agreed that under no condition shall the Company's cumulative expenditure under this section exceed one thousand dollars (\$1000).

Section 22.4: Scope of Agreement

It is understood and agreed that this Agreement will replace and supersede any and all previous agreements and that it shall be firm and final on all points covered herein. No amendments, modifications, changes or interpretive alterations shall be effective unless and until they are executed in writing, dated, and signed by the individuals who have executed this Agreement, or those persons who follow them in their positions. It is further understood that past practices which could be interpreted to contradict or modify this Agreement are null and void, and the language of this Agreement shall be controlling.

ARTICLE 23

PART-TIME AND TEMPORARY EMPLOYEES

Section 23.1: Part-time Employees

The parties recognize the need to allow the Company the freedom to grow or expand its production capacity. In order to achieve this goal and result, the company may hire employees as part time employees with limited hours of work and limited benefits until, after completion of their probationary period, they successfully bid for a job providing full benefits as follows:

(a) Part time employees who work at least twenty-five (25) hours per week on a regular basis will be eligible for the following benefits and no other benefit after the completion of their probationary period:

Holidays: Four hours pay at the straight time rate.

Vacations: One week after one year of service paid at twenty-five (25) hours at the straight time rate. Each day paid at four hours at the straight time rate.

(b) The part-time employee who works thirty (30) hours per week for sixteen (16) weeks at which time the employee will be entitled to full benefits.

(c) It is not the intent of this clause to allow the Company to replace full-time jobs with part-time jobs.

Section 23.2: Temporary Employees

The Company will make efforts to avoid the hiring of temporary employees, however, there may be circumstances where the use of temporary employees is necessary for the continued operation of the plant. In the event of any layoff or short time hours at the plant, all temporary employees at that branch will be released before any regular employees at that branch are laid off or work short time hours. No temporary employees will be hired at the plant while there are regular qualified employees at that branch on layoff.

ARTICLE 24

BARGAINING UNIT WORK

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

- (a) When there are no unit employees available to perform the work needed.
- (b) When such is necessary for the purpose of instruction and/or training of personnel.
- (c) In cases of emergency.

ARTICLE 25

FAIR EMPLOYMENT PRACTICES AND EQUAL OPPORTUNITIES

Section 25.1: There shall be no discrimination by either the Company or the Union against any employee because of race, creed, color, sex, religion, political beliefs, sexual orientation, age, national origin, handicap, veteran status, employees with a qualified disability under the Americans with Disabilities Act, FMLA, or any other legally protected status in the administration of this Agreement.

Section 25.2: The Company agrees not to discriminate against employees on account of membership in the Union or lawful activities on behalf of the Union.

Section 25.3: The Company, the Union and the Employees will treat one another with dignity and respect.

Section 25.4: The Company and the Union shall comply with the provisions of FMLA and USERRA.

ARTICLE 26

ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 26.1: The parties recognize that many recent immigrant workers are employed by the Company, and are a vital element to the success of the facility. While English is the language of the workplace, the Company recognizes the right of employees to use the language of their own choice amongst themselves.

Section 26.2: The Company is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Company agrees:

- (a) It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees;
- (b) The Company agrees to cooperate with the Union in the development and administration of an English speaking program. The program will incorporate material that will help employees to meet citizenship test requirements as well as material to help them with work- related terms and conditions. It will be conducted on company premises, providing there is adequate participation.

Where there is a communication difficulty with a particular employee, on request the Company will provide a translator to facilitate communications.

Section 26.3: In the event the Company is legally required to suspend or discharge an employee with one (1) year of service on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the Company shall provide any such suspended or discharged employee with a one (1) year period in which he/she may be reinstated to employment upon the presentation of documentation and/or information establishing his/her right to be employed by the Company, provided that there is a job opening for which he/she is qualified.

Section 26.4: The Company shall grant employees unpaid excused absences, where given one week's prior notice, for the following purpose:

To attend any appointments scheduled by the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Company may require proof of the appointment and proof of the family relationship.

ARTICLE 27

LEGALITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reasons of any existing or subsequently enacted legislation or by decree or a court of competent jurisdiction or an unfair labor practice by final decision of National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to impair or abridge the right of either party hereto to appeal the court decree or decisions of the National Labor Relations Board.

ARTICLE 28

LABOR MANAGEMENT PROBLEM SOLVING COMMITTEE

It is expected that issues arising from the negotiations which are left for settlement after the effective date of this Agreement shall be referred to the Labor Management Problem Solving Committee (the "Committee"). The Committee shall consist of the General Manager of the Company, the Company's Labor Counsel, the Union's Senior Associate General Counsel, and a Regional Director of the Union. The Committee shall have the authority to resolve any issues not settled upon the effective date of this Agreement.

ARTICLE 29

AMENDMENTS


Amendments or supplements to the Agreement shall be by mutual agreement of the parties hereto, shall be reduced to writing, and shall be executed on behalf of the parties hereto. Any written amendments or supplements which may be agreed upon shall become and be a part of this Agreement, unless otherwise expressly provided in such amendments or supplements.


ARTICLE 30


DURATION OF CONTRACT

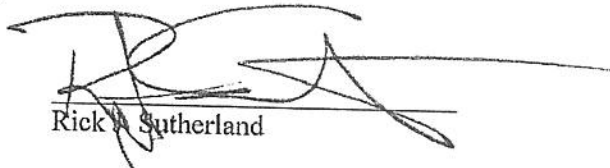
This Agreement shall become effective February 1, 2019, at 12:01 a.m. and shall expire on January 31, 2022 at 11:59 p.m. and for successive periods of one year thereafter, unless written notice of a desire to change, modify, or terminate this Agreement is given by either party to the other at least sixty (60) days prior to expiration.

ALSCO-RICHMOND

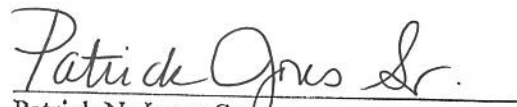

Tony Beam

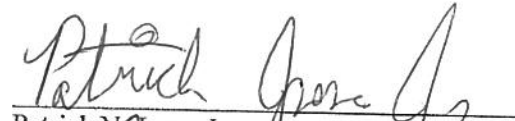

James Fox

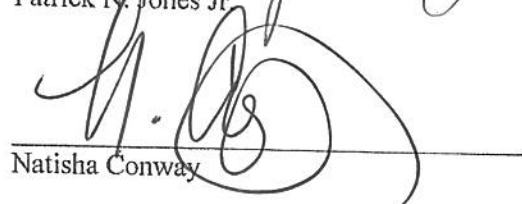

Giovanni Notobartolo


Rick A. Sutherland

WORKERS UNITED-MID-ATLANTIC JT. BOARD


Patrick N. Jones Sr.


Patrick N. Jones Jr.


Natisha Conway

LETTER OF AGREEMENT—RE: JANITORS

AlSCO, Inc.
and
Workers United Mid-Atlantic Regional Joint Board

This Letter of Agreement is entered into this ____ day of February, 2019 by and between AlSCO, Richmond, Virginia (the “Employer”) and Workers United Mid-Atlantic Regional Joint Board (the “Union”). It is in conjunction with the newly negotiated Collective Bargaining Agreement between them for the period of February 1, 2019, through January 31, 2022 (the “CBA”).

During bargaining for the CBA, a disagreement between parties arose concerning what is meant by the term “porters” as it is used in Article 1 of the CBA when referring to which employees are within the bargaining unit covered by the CBA. The dispute centered around two employees working as janitors but who have not been included in the bargaining unit. Both parties acknowledge that these two employees have not worked under or been governed by the terms and conditions of the CBA including the wage and benefit provisions. However, the Union maintains that they should have been included as “porters” in the bargaining unit and therefore subject to the CBA. The Employer maintains that they are not “porters” as contemplated by the CBA and are therefore properly excluded from the bargaining unit. Consequently, the Employer proposed changes to Article 1 to make it clear that the janitors are not covered by the CBA and the Union desired language to make it clear that janitors are covered by the CBA.


However, rather than to prolong bargaining and jeopardize finalization of the other provisions of the CBA, the parties have worked out a resolution of the dispute allowing all concerned to proceed forward in a manner that recognizes and addresses both parties’ positions. Accordingly, it is agreed as follows:

1. The two employees working in the janitor positions as of February 1, 2019 will remain in those jobs without being subject to the terms and conditions of the CBA. They will report to the Maintenance Department rather than the Production Department, their pay and benefits will continue to be under the AlSCO plans and their workweeks will continue to be set by the Employer without regard to the CBA.
2. When either of the two current employees separates from employment for any reason, any replacement employee hired by the Employer to perform the janitorial functions currently being done by the two current janitors will become subject to the CBA and thereafter become part of the bargaining unit represented by the Union.

Employer:

Union:

By: 
Title: GENERAL MANAGER

By: 
Title: Regional Director