

AGREEMENT

Between

ALSCO INC.

And

TEAMSTERS LOCAL UNION NO. 222

**Term of Agreement
May 1, 2020 – April 30, 2025**

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ALSCO INC.
And
TEAMSTERS LOCAL UNION NO. 222
For the Period May 1, 2020, to April 30, 2025

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AGREEMENT

Between

ALSCO INC. and TEAMSTERS LOCAL UNION NO. 222

May 1, 2020 – April 30, 2025

THIS AGREEMENT entered into this 1st day of May 2020, by and between the ALSCO INC., SALT LAKE CITY AND PROVO BRANCHES, so long as they are under the same management, hereinafter designated as the EMPLOYER, and TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL UNION #222, affiliated with the International Brotherhood of Teamsters, hereinafter designated as the UNION.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Route Sales Representatives and other positions set forth in Article 11, except those excluded by terms of the Labor Management Act of 1947.

ARTICLE 2 - UNION SECURITY

2.01 When bargaining unit employees as above defined, are hired for permanent employment, the Employer agrees to notify the Local Union via email of all new bargaining unit employees hired twice per month, setting forth name and address of such employees and the date of hiring.

The Employer shall also inform the Local Union via email twice per month of any bargaining unit employee leaving the employment of the Employer.

2.02 In the event the Utah Right to Work Act is amended or modified so as to permit the inclusion of a Union Security Clause in this Agreement, then and in that event the Company agrees to incorporate, when permitted, the Union Security Clause stated in Section 2.03 below.

2.03 The Employer agrees that all Route Sales Representatives and all other bargaining unit employees under the jurisdiction of the Union shall be members of the Union during the life of this contract. All new Route Sales Representatives or other bargaining unit employees of the Employer, not members of the Union, coming under the jurisdiction of the Union, shall make application for membership within fifteen (15) days of employment and shall become members of the Union within thirty-five (35) days after their employment.

2.04 Check-Off: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessment of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Union dues deduction shall be

made from vacation checks when employees are on vacation during the week in which such Union dues deductions are made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or who has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangement with the Union to pay such dues in advance. Dues shall be deducted the first (1st) week of the month and be remitted to the Local Union prior to the end of the same month.

2.05 Drive: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 3 - RECOGNITION OF UNION REPRESENTATIVES

3.01 The Employer agrees to recognize and deal with such representatives of the Union in its office at reasonable hours of the day as the Union may elect or appoint. Union representatives may also, at reasonable times, have access to the time records of the employees in the appropriate units discussed herein for the purpose of inspection.

3.02 The Employer recognizes the right of the Union to designate Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- B) Representing bargaining unit employees during any meeting or company investigation where representation is either requested by a bargaining unit member or there is a potential of disciplinary action as a result of said meeting.
- C) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - 1) Have been authorized by a Union Officer, who is not employed by the Employer; or
 - 2) Are of a routine nature and do not involve a work stoppage, slow down, refusal to handle goods, or any other interference with the Employer's business.

3.03 The Employer recognizes these limitations upon the authority of Job Stewards and their alternates and shall not hold the Union liable for any unauthorized act. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline in the event the Job Steward has taken unauthorized strike action or work stoppages, in violation of this Agreement.

3.04 The Business Agent or duly designated representative of the Union shall be allowed to visit the branch of the Employer at any time during working hours, upon notification.

ARTICLE 4 - RECOGNITION OF UNION RIGHTS

The Employer recognizes the right of the Union member employees in the classifications hereinafter set forth, to not cross a picket line approved by the Local Union No. 222 and agrees that the exercise of such right shall not constitute a strike or violation of this Agreement. The refusal of an employee to cross a picket line, as hereinbefore set forth, shall not be used by the Employer for the basis of disciplining an employee.

ARTICLE 5 - UNION BUSINESS

The Employer agrees to grant the necessary time off without discrimination and without pay to any employee designated by the Union to attend a Labor Convention, provided, however, not more than one (1) employee may be called at one time, and provided further that the Employer is given one week of advance notice. The Union agrees that in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

ARTICLE 6 – DISCRIMINATION

No employee or applicant for employment shall be discriminated against by the Union, by an employee or by the Employer because of race, religion, color, sex, creed, age, national origin, disability, membership or non-membership in the Union, or any other legally protected status. The Employer and the Union agree to comply with the Family Medical Leave Act and the Uniformed Services Employment and Reemployment Right Act, as amended.

Nothing in this Agreement shall restrict any bargaining unit employee from pursuing claims of discrimination under State or Federal law with the appropriate administrative agency.

ARTICLE 7 - SENIORITY

7.01 Seniority means the length of continuous service without any break (as hereinafter defined). Any break in continuity will cancel seniority heretofore accrued and seniority can be acquired after such break only by re-employment, in which case seniority will date from such re-employment.

7.02 Seniority shall be broken by:

1. Discharge
2. Voluntary quit
3. Retirement
4. Unauthorized (no-call no-show) absence of more than two (2) days.
5. Failure to respond to a notice of recall sent by certified mail within seven (7) calendar days after such written notice is sent to the employee's most recent address on file with the Company.
6. Failure of a newly hired employee to successfully complete the ninety (90) day probation period.
7. Layoff for a period of more than twelve (12) months.
8. Absence by reason of non-work-related illness or injury for a period of more than (12) months.
9. Absence by reason of on-the-job illness or injury for a period of more than eighteen (18) months.

7.03 Layoff/Recall: The Employer agrees in layoffs and rehiring of employees to observe the principle of seniority. In applying seniority, the Employer shall take into consideration, the length of service in the bargaining unit, provided the employee has the basic ability to perform the available work.

7.03.1 Layoff: An Employee on Layoff will maintain seniority rights for a period of twelve (12) months. Local 222 bargaining unit seniority shall prevail for regular employees. To include, but not limited to the following circumstances.

7.03.2 Reducing forces and layoffs, because of lack of work: In reducing forces or layoffs because of lack of work or legitimate cause, the last employee hired shall be the first employee laid off, provided the remaining employees have the basic ability to perform the work. In returning to work, the last employee laid off shall be the first employee recalled provided the employee has the basic qualifications to perform the available work.

7.04 Seniority List: A master seniority list shall be posted in Salt Lake and Provo in a designated work area by October 1st of each year and a copy thereof, shall be sent to the local Union Hall. Challenges to seniority may be made in accordance with the grievance procedures within this Agreement.

ARTICLE 8 - JOB POSTING / BIDDING

8.01 Posting & Awarding Bids: When a bargaining unit job is vacated or created, the opening shall immediately be posted by the Company for bid, at properly designated bulletin boards located in both the Salt Lake and Provo facilities for a period of three (3) working days excluding Saturday, Sunday, and contractual Holidays.

8.01.1 Any interested bargaining unit employee may make application by signing a posted bid. The bargaining unit employee with the most seniority and basic essential qualifications, applying for the vacancy by signing the bid, shall be appointed to fill the same.

8.01.2 Route bids will include the route number, current route master report and three (3) month route revenue. The Route will not be altered after it has been awarded for a period of six (6) months except as provided for in Article 11.08.

8.02 Bid Opportunities: The filling of each opening bid in this manner shall be limited to three (3) changes as follows: the original opening plus two (2) additional openings created from the original bid thereby will be posted for bid. The Employer may fill any additional bids as it deems appropriate or from outside of the bargaining unit.

8.03 Bid Sunset: Once an employee bids and receives such vacant job, position or sales route, that employee will not be eligible to bid on another route for a period of twelve (12) months, unless the job, position or sales route goes unbid by an employee with bidding rights.

8.04 Route Elimination or Change: If an employee's job, position or the composition of their current sales route is eliminated or changed by eight (8%) percent or more (other than through natural attrition), the employee will have the option to bump according to their seniority or stay in their current position. If the employee elects to do so, they may bump (1) any less senior person in the bargaining unit. The person so bumped may then in turn elect to bump (2) any less senior person in the bargaining unit. The person so bumped may then in turn elect to bump (3) any less senior person in the bargaining unit. The Employer may direct any additional bump/s as it deems appropriate.

8.05 Re-Route: If the Company elects to implement a re-route within the entire depot, all routes within said depot will be re-bid.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

9.01 All controversies concerning the interpretation and application of this Agreement shall be taken up, considered and adjusted in the following manner. All time periods set forth herein must be strictly adhered to unless extended in writing by mutual agreement of the parties.

9.02 Step 1: By discussion between the employee, with or without the Steward and the Service Manager, or in his absence, the General Manager. Employee grievances shall be filed with the Employer within twelve (12) calendar days after he becomes aware or is put on notice with respect to same. Warning notices, suspensions or discharges must be protested in writing to the Employer within twelve (12) calendar days.

9.03 Step 2: If the grievance has not been satisfactorily settled in Step 1, within twelve (12) calendar days, the grievance will be put in writing and sent to the Company via email, facsimile or mail. The Union Representative and the Service Manager or, in his absence, the General Manager will set up a date and time to meet and seek to resolve the controversy.

9.04 Step 3: If no resolution is reached in Step 2, the matter shall be submitted to a panel grievance committee composed of two persons appointed by the Union and two persons appointed by the Company, who shall meet jointly at a time and place mutually agreed upon. A grievance scheduled for a panel committee may be waived by mutual agreement between the parties. The decision by the majority of the panel committee shall be final and binding upon both parties. Failure to meet jointly by either party shall be construed to be a binding decision in favor of the party attending the scheduled meeting. The aggrieved party shall have the right to attend the panel grievance meeting, provided he or she does so at his or her own expense. Failure to move any grievance to this Step 3 within twelve (12) calendar days following the Step 2 meeting shall constitute a waiver of such grievance.

9.05 Step 4: If the grievance has not been satisfactorily settled in Step 3, either party may within twelve (12) calendar days, submit the matter for decision to Arbitration as hereinafter set forth.

9.05.01 The Employer and the Union shall attempt to select an arbitrator by mutual agreement. In the event that the two are unable to agree upon an arbitrator, then it is agreed that the matter in controversy shall be submitted to the American Arbitration Association for settlement by obtaining a list of seven arbitrators and alternatively striking from the list until only one person remains who shall then serve as the arbitrator for the matter.

9.05.02 The decision of the Arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority to amend, alter, or change any provision of the Agreement in any manner. Any and all decisions made in accordance with the procedure hereof set forth shall be binding upon all parties to this Agreement. Failure to abide by such decision shall be considered a breach of this Agreement and the Union or Employer shall be free to enforce such decision by such action as it deems appropriate, anything under Article 24 to the contrary notwithstanding.

9.05.03 The Parties hereto agree that the expenses and fee of the Arbitrator shall be borne equally.

ARTICLE 10 - WARNINGS, SUSPENSION AND DISCHARGE

10.01 – Progressive Discipline / Cause for Suspension or Discharge

The Employer shall not discharge nor suspend any employee without just cause, but shall follow progressive disciplinary procedures as follows:

1. The employee shall first be verbally counseled and advised. The verbal warning will be documented.
2. The employee shall receive a written warning notice stating the nature and reason for discipline.
3. The employee shall be given a second written warning and/or suspension.
4. Discharge.

10.02 All documented verbal and/or written warning notices shall be given in the presence of a Steward or another Union employee, recorded in the employee's personnel file and signed by all parties with a copy to the employee and a copy sent to the Union Hall by email, facsimile or mail, within twelve (12) calendar days to be valid.

10.03 No warning notice need be given to an employee before he is suspended or discharged, if the cause of such suspension or discharge is:

- (a) Dishonesty.
- (b) Use of illegal drugs, marijuana or alcohol, while on duty;
- (c) Recklessness resulting in a serious accident while on duty;
- (d) The carrying of unauthorized passengers;
- (e) Unprovoked physical assault on an employee or customer;
- (f) Selling, transporting or use of illegal narcotics and/or controlled substances while on duty;
- (g) Willful, wanton or malicious damage to the Employer's property;
- (h) Proven negligence resulting in serious equipment damage while on duty;
- (i) A single day no call-no show, with no acceptable reason, may be subject to progressive discipline or an automatic one (1) day suspension. The employee shall have the right to have the discipline or suspension reviewed through the grievance procedure.

10.04 - Warning Notices

A warning notice shall not remain in effect for a period of more than ten (10) months from the date of occurrence which gave rise to such warning notice. Warning notices, to be considered as valid, must be issued within twelve (12) calendar days after the date of notification of the violation claimed by the Employer in such warning notice. Warning letters shall be specific, not general, in nature as to alleged violation (i.e., time, date, place and nature of violation).

10.05 - Discharge or Suspension

Discharge or suspension must be by proper written notice to the employee and the Union affected within twelve (12) calendar days of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension, except where dishonesty is involved. In cases where dishonesty is involved the discharge or suspension notice must be within twelve (12) calendar days of the Employer obtaining verifiable evidence of the alleged dishonesty. Any employee may request an investigation as to his discharge or suspension.

At the option of an individual employer, a discharged or suspended employee who is not subject to the specific reasons for discharge set forth in Section 1 above, may be worked during the interim period pending the final adjudication of his protest to such discharge or suspension.

ARTICLE 11 - COMPENSATION AND HOURS

11.01 Records: Inspection of Company records: Providing that he first contacts the Employer, the Business Representative of the Union shall be allowed to examine the payroll records during the regular business hours to ascertain that wages, as provided in this Agreement, are computed and paid in conformity therewith. Inspection may also be made as necessary on hourly routes when a question arises on the computation of new business commission.

11.02 The commission based compensation provisions contemplated by this Agreement for Route Sales Representatives were agreed to with the understanding that those employees are exempt from the overtime provisions of state and federal law. However, if during the term of this Agreement, it is determined as a result of any court case or administrative action, or any change in law, that employees under these circumstances are subject to the overtime provisions of any applicable state or federal law, the Employer, may, upon notice to the Union, reopen the portion of the Agreement with respect to the commission pay for such Route Sales Representatives for the purposes of renegotiating the compensation for such RSRs. Such opening shall require the parties to commence renegotiation within twelve (12) calendar days, next following receipt of such written request of either party.

11.03 Sales Meetings: The Company agrees to give two (2) business days' notice to driver sales representatives prior to sales meetings being held. Notice of sales meetings will be posted in a designated work area. Failure to give such notice shall excuse driver sales representatives from attending the scheduled sales meeting without discrimination or reprimand. The Company may require no more than two (2) sales meetings per month, provided that they are no longer than thirty (30) minutes. RSR's not scheduled to work the day of the sales meeting shall receive the equivalent of two (2) hours pay at the "Hourly Delivery and Support Driver" hourly rate or shall not be required to attend. Management will lead & present all information during said meetings.

11.03.1 The Company will provide sales pricing lists to RSR's showing the pricing structure of products available for sale to its customers.

11.03.2 The company will not deny an RSR the ability to sell products that Alsco provides, because of the potential amount of commission that an RSR may earn from the sale and/or delivery of the product.

11.04 When a commission paid Route Sales Representative is absent, there shall be deducted from his earnings one fifth (1/5th), or one fourth (1/4th) of the earnings of the route for the week in which he is absent, or of his guarantee, whichever is greater, for each day of absence, provided the route is assigned on that day to another driver. (1/4th for a four-day route and 1/5th for a five-day route.) Partial day attendance shall be paid as the commission on linen delivered up to the time the Route Sales Representative left work.

Employees shall notify their District Manager prior to their scheduled start time in the event of illness or other absence in accordance with Article 19.05.

11.05 Route Sales Representatives shall have a weekly commission guarantee as shown below or shall receive commission based on the commission schedule, whichever is greater. Employer does reserve the right to pay, in its sole discretion, higher than the rates of compensation provided for herein.

11.06 Where the Employer places an account on COD or other restricted payment status, the RSR shall be notified of such terms and shall have no responsibility to adjust or modify such terms, but rather shall only comply with them as pertaining to the customer involved. If there is an issue with the compliance of an account, pertaining to the terms of payment, delivery or collection of any COD account, the RSR will contact his/her manager from the account for instruction on the matter. If problems/issues continue after that delivery, one of the supervisors will then accompany the route sales representative during the next delivery to resolve the issue.

11.07 Upon the Employee's request, the Employer shall provide sufficient sales detail to all commissioned RSR's to enable them to verify proper calculation of their commission earnings which it is understood is confidential and shall not be removed from the Employer's premises without permission. The Company shall also provide upon the employee's request a Credit Summary Report showing the credits issued to all customers on the employee's route for the day(s) or week(s) requested by the employee.

11.08 If a Route Sales Representative averaging over eleven and one-half (11 1/2) hours per day on the four (4) ten (10) hour per day schedule or averaging over nine and one-fourth (9 1/4) hours per day on the five (5) eight (8) hour per day schedule, and requests that accounts be taken off to reduce his day, that request will be complied with. The RSR and the Manager will meet to discuss the request and evaluate the best means for addressing it, taking into account the best interest of the customers. If they cannot reach a mutual agreement, the RSR shall be free to withdraw his request and no accounts will be removed. Any disputes that can't be resolved between the Company and the RSR, will be subject to the grievance procedure located in Article (9).

11.09 MINIMUM WEEKLY COMMISSION GUARANTEE:

Effective Date	Weekly Commission Guarantee
May 1, 2020	\$630.00
June 1, 2021	\$700.00
May 1, 2022	\$725.00
May 1, 2023	\$750.00
May 1, 2024	\$775.00

11.10 COMMISSION SCHEDULE:

11.10.01 VOLUME SALES & SERVICE CHARGES: Percent Commission on Route rental volume.

	<u>5-1-2020</u>	<u>6-1-2021</u>	<u>5-1-2022</u>	<u>5-1-2023</u>	<u>5-1-2024</u>
VOLUME SALES	(8.2%)	(8.2%)	(8.2%)	(8.2%)	(8.2%)
SERVICE CHARGES		(2%)	(3%)	(5%)	(5%)

11.10.02 Loss and Damage Charge Commissions will be paid as follows:

Percentage of Revenue Commission Rate to be effective as of: 06-01-2021

Across the Board: 8.5% paid

No commission will be earned on liquidated damage revenue.

11.11 RENTAL SALES:

Route Sales Representatives shall receive one hundred twenty percent (120%) commission on all new business and new increases signed by them that has been sold at level "A" pricing (to be paid on the 3rd four-week business period) as per schedule.

If the employee gives the customer level "B" pricing, they will receive one hundred percent (100%) of sale in commission.

If the employee gives the customer level "C" pricing, they will receive seventy-five percent (75%) of the sale in commission.

If the employee gives the customer level "X" pricing, they will receive fifty percent (50%) of sale in commission.

Any changes made by the Employer to the pricing structure will be provided to the RSRs not less than ten (10) business days prior to the effective date of such changes.

11.12 ALLIED SALES:

The Standard commission schedule established below is subject to temporary change only based on promotional contests and profitability of items sold. Union will be notified if changes must be made due to the above stipulations. Commissions paid as a result of Allied Sales (new or repeat) to a new or existing customer, are to be paid in full to the Route Sales Representatives. Management Employees are not allowed to share in or collect any part of said commissions.

Standard commission schedule is as follows:

	<u>05/01/2020</u>	<u>06/01/21</u>	<u>05/01/23</u>
• New Allied Sale:	8%	8%	8%
○ Delivery	2%	2%	2%
• Repeat Allied Sale:	5%	6%	6.2%
○ Delivery	2%	2%	2%
○ Delivery of Allied Sale not sold by route sales representative:	2%	2%	2%

11.13 Weekly Base Pay: In addition to the commissions above (or the minimum commission guarantee), Commissioned Route Sales Representatives will receive a weekly base as follows:

Effective Date	Weekly Base
May 1, 2020	\$195.51 per week
June 1, 2021	\$220.00 per week
May 1, 2022	\$240.00 per week
May 1, 2023	\$260.00 per week
May 1, 2024	\$280.00 per week

11.14 Long Distance Routes: Commission Route Sales Representatives, who are required to drive unusually long distances on rural routes will have a base pay of up to one hundred fifteen dollars (\$115.00) added to earned commission. The amount shall be determined by totaling up the number of miles driven in one workweek, dividing that number by sixty-five (65) and multiplying the result by ten (10). For example, a rural route RSR who drives 750 miles in one week would receive \$115 ($750/65 \times 10 = \115.00). The minimum number of miles driven must be greater than 400 per week.

11.15 Time Records: Route Sales Representatives will maintain time records of hours worked as required by the Employer.

11.16 Dock Departure: A Manager will be available by 5:00am to allow RSR's access to the plant and dock. The Company will make available a manager by 5:30am, to assist RSR's in the effort to maintain a timely and efficient departure from the plant. Start times are to be determined by the RSR, in order to meet the needs of the customer.

11.17 New Route Sales Representatives: New commission route persons, or those employees currently in the progression rate, will be paid the following percentages of the regular rate: 90% of full scale through his/her initial ninety (90) day probationary period; full scale 100% after the completion of his/her initial ninety (90) day probationary period.

11.18 Hourly Delivery and Support Driver: This driver will service assigned accounts and assist with other customer service functions as needed by the Service Department. The accounts to be assigned will involve specialized service and administrative work, outside of the parameters of a typical customer. The drivers may be required to obtain certifications mandated by the customers. Although it is understood that accounts may be pulled from existing routes and assigned to this position, this position will not be used for the purpose of creating new routes through dividing, re-routing or eliminating any existing RSR routes.

11.18.01 It is agreed that new accounts may be placed on this route with the following understandings:

- A. If a route created under this position builds up to the point where the commission earnings for the route exceed the hourly rate, the route will be converted to a commission-based route.
- B. There will only be one such route at any given time unless the Union and the Company agree otherwise.

Effective May 1, 2020	\$21.50 Per Hour
Effective June 1, 2021	\$22.50 Per Hour
Effective May 1, 2022	\$23.10 Per Hour
Effective May 1, 2023	\$23.70 Per Hour
Effective May 1, 2024	\$24.30 Per Hour

11.19 Service person Bulk Routes, School Routes, Transport Box Truck, Bulk Accounts, First Aid & other Non-linen Accounts, fall into this classification.

Effective May 1, 2020	\$13.90 Per Hour
Effective June 1, 2021	\$19.00 Per Hour
Effective May 1, 2022	\$19.60 Per Hour
Effective May 1, 2023	\$20.20 Per Hour
Effective May 1, 2024	\$20.80 Per Hour

11.20 Heavy Duty Truck Driver - Tractor Trailer – Transport Truck

Effective May 1, 2020	\$22.25 Per Hour
Effective June 1, 2021	\$25.00 Per Hour
Effective May 1, 2022	\$25.60 Per Hour
Effective May 1, 2023	\$26.20 Per Hour
Effective May 1, 2024	\$26.80 Per Hour

While employees defined within this classification (11.20) may not have forty (40) hours of work per week as a Heavy-Duty Truck, Tractor Trailor or Transport Truck driver, nevertheless their workweek will be based on forty (40) hours of total combined work.

If the Company requires a CDL license, the Company will pay for the license and the D.O.T. Medical examination.

11.21 RELIEF ROUTE SALES REPRESENTATIVES: Relief Route Sales Representatives regular hourly rate shall be based on forty (40) hours regular rate of pay as follows:

<u>DATE</u>	<u>HOURLY RATE</u>
Effective May 1, 2020	\$15.60
Effective June 1, 2021	\$19.60
Effective May 1, 2022	\$20.20
Effective May 1, 2023	\$20.80
Effective May 1, 2024	\$21.40

11.22 The Company reserves the right to reassign RSR's, add to, delete from, otherwise modify, create or discontinue routes as it deems appropriate. If any such change results in a decrease in rental volume of five percent (5%) or more, the affected RSR shall receive a minimum earnings guarantee for twelve (12) weeks equal to of the average earnings of his/her route for the six (6) weeks prior to the change. If a driver feels the addition or deletion is not proper, he may appeal through the grievance procedure in ARTICLE 9.

11.23 The Company shall give thirty (30) day's advance written notification to the Union, and an opportunity to meet and confer, concerning any intent to convert a four-day workweek to a five-day workweek.

11.24 ROUTE PRE-LOAD: Production must attempt to complete the requested orders or needs of the RSR accounts, before they cease production the day before the product is scheduled for delivery. All production and delivery functions are to be guided by the needs of the customers. In order to maintain quality of services to the customer, the following factors will be considered to facilitate RSR's timely departure for his or her route: 1) the delivery windows for the customers, 2) when the delayed product will be available, 3) the needs of all customers on the route, and 4) operational efficiencies.

11.25 The Hourly Delivery and Support Driver, Relief Route Sales Representatives or Managers will be used to deliver all products which reflect \$0.00 billing, comped product or donated product to any account. If a Route Sales Representative is required to run said product, he shall be paid twenty dollars \$20.00 to deliver product which reflects zero \$0.00 billing, comped product or donated product to any account.

ARTICLE 12 - HOLIDAYS

12.01 The following days shall constitute holidays:

New Year's Day	Memorial Day	July Fourth	Labor Day
Thanksgiving Day	Christmas Day	Personal Holiday	

12.02 Commission Route Sales Representatives; shall receive as pay for holidays not worked, one fourth (1/4th) of the weekly commission guarantee provided for in Article 11.09. In the event the employee works on the holiday, he shall receive one fourth (1/4th) of the weekly guarantee, in addition to the earned commission.

12.03 Hourly employees; shall receive eight (8) hours straight time pay for holidays not worked. In the event an employee works on any of the holidays set forth herein, he shall receive an extra days' pay for eight (8) hours at his base hourly rate and shall receive time and one half (1 ½) for all hours worked on said holiday.

12.04 To be eligible for holiday pay; the employee must work the last scheduled working day prior to the holiday and the first scheduled working day following the holiday, unless excused by the Employer.

12.05 Personal Holiday Selection: Upon completion of the vacation calendar, but no later than the first workday in January of each year, the personal holiday calendar will be posted for selection. The Personal Holiday calendar will be completed with all selections made by January 31st. Each employee has (24) hours (excluding Saturday, Sunday and Holidays) to select their pick after proper notification. Management will not pressure any employee to forgo their (24) hour window to meet managements January 31st deadline. No reasonable request will be denied by management. Employees will bid by seniority for open dates from which to take their personal holiday.

12.05.1 If an employee elects to forgo their Personal Holiday pick until a later date, the bid process will proceed to the next most senior employee, allowing them to then select their personal holiday. At such time, the employee who bypassed their position of selection, indicates that he/she is now ready to select their pick, he/she will be placed behind the current employee who is in the position of selection and must make their selection immediately after re-entry.

12.05.2 At any point during the year, an employee may change his/her Personal Holiday selection to another available date. Reasonable request by the employee to change his/her Personal Holiday date will not be denied. Potential selection of dates must both be available and approved and will be granted on a first come, first serve basis. No reasonable request will be denied. There will be no bumping of selected personal holidays.

12.05.3 It is understood that seniority will govern in the selection of personal holiday time. In the event of severance of employment, the employee shall be entitled to the amount of accrued, but unused personal holiday time that he has available at the time of his severance of employment. All non-holiday calendar weeks will be available and open for single day selection.

ARTICLE 13 - VACATIONS

13.01 The Employer hereby agrees to grant one (1) week vacation to all employees who have been in the continuous service of the Employer for one year; two (2) weeks of vacation to all employees who have been in the continuous service of the Employer for two (2) years. The Employer agrees to grant three (3) weeks of vacation to all employees who have been in the continuous service of the Employer for ten (10) years; four (4) weeks of vacation to all employees who have been in the continuous service of the Employer for (fifteen 15) years.

13.02 Hourly paid Route Sales Representatives will be paid vacation pay based on forty (40) hours at the applicable regular hourly rate, times the number of weeks of vacation that they are eligible for.

13.03 Service Persons, Bulk Routes, School Routes, Transport Trucks, Bulk Accounts, Hourly Delivery and Support Driver and other non-linen accounts will be paid vacation pay based on forty hours (40) at the applicable hourly rate, times the number of weeks of vacation that they are eligible for.

13.04 Commission Route Sales Representatives' vacation pay shall be based upon the earnings of their routes, or their weekly guarantee, whichever is greater, during the vacation period.

13.05 On the first workday in November of each year, the vacation calendar will be posted for selection and will remain open for bidding until December 31. It is understood that seniority will govern in the selection of vacation time. Employees will bid by seniority for open dates from which to take their vacation time. Each employee will have forty-eight (48) hours (excluding Saturday, Sunday and Holidays) to make their selection after notification. Only one (1) employee may select vacation at a time. This process shall continue until all employees have either selected their vacation or passed their selection via Article 13.5.1. After December 31, any vacation time unbid, will be allowed to be selected and scheduled on available days throughout the year on a first-come, first-served basis. Once vacation time has been awarded, no employee can bump another employee out of their scheduled dates.

13.05.1 If an employee elects to forgo their vacation pick until a later date, the bid process will proceed to the next most senior employee, allowing them to then select their vacation. At such time, the employee who bypassed their position of selection, indicates that he/she is now ready to select their pick, he/she will be placed behind the current employee who is in the position of selection and then allowed to pick. All vacations must be selected by December 31st. Any vacation changes after December 31st must both be available and approved.

13.06 The right to determine the vacation period rests with the Employer so as to assure the continuous operation of the plant. However, except as provided in the next sentence, the Employer will allow two bargaining unit employees to bid vacations in Salt Lake, during any calendar week and one bargaining unit employee in Provo, to be bid during any calendar week. These vacation allowances shall not apply on Holiday weeks or weeks where a district manager is scheduled prior to the dates that the vacation calendar becomes available to be absent from the facility for training purposes. Additional vacation time that the Employer decides to make available, will be posted for bid and awarded to the senior Employee who bids. Non-Holiday weeks cannot be blocked/blacked out for available vacation selection.

13.07 The Employer, when it deems it compatible with efficient operation, will schedule eligible employees to take their four (4) weeks of vacation in a continuous period, however, the Company does reserve the unqualified right to require one week of the four (4) week vacation period to be taken by the employee between January 1st and May 1st. There shall be no extra days' vacation to employees eligible for three weeks' vacation time.

13.08 It is understood that seniority will govern in the selection of vacation time. In the event of severance of employment, the employee shall be entitled to the amount of accrued, but unused vacation that he has available at the time of his severance of employment.

ARTICLE 14 - PRE-EXISTING WORKING CONDITIONS AND BENEFITS

No employee shall suffer a reduction in his base hourly wage rate, loss of free uniforms or benefits derived from the present Company Welfare Plan due to the signing of this contract. This clause shall not affect the right or duty of the Company to comply with the order of any duly authorized state or federal agency.

ARTICLE 15 – INDIVIDUAL AGREEMENTS / RESTRICTIVE COVENANTS

15.01 The Employer agrees not to enter into any Agreement or contract with its employee/s individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or attempt to circumvent the Union as the sole collective bargaining agent for said employee/s.

15.02 The Union recognizes that the Employer has gone to considerable effort and expense to develop its customer base, identify their needs and buying patterns, and design products and services to maximize its sales to its customers. The Union also acknowledges that the employer trains its route sales representatives to be its contact with and to make sales to customers on behalf of the employer. Accordingly, the union agrees that the employer may enter into individual agreements with its route sales representatives providing that for a period of one year after the cessation of employment, the route sales representatives shall not solicit his former customers or solicit sales of competing products or services from his former accounts.

ARTICLE 16 – HEALTH AND WELFARE

16.01 The Employer shall, under the terms of this agreement, pay into the Utah-Idaho Teamsters Security Fund, in addition to the wages set forth herein, the amount indicated below for each employee covered by the terms of this Agreement, who worked eighty (80) hours or more in the preceding month.

16.02 Effective May 1, 2020, based on the hours worked during the month of April 2020, the Employer agrees to contribute to the Utah-Idaho Teamsters Security Fund, eighty percent (80%) and the Employee will contribute twenty percent (20%) of the cost to provide the following benefits: Health and Welfare Plan “Teton”, Dental Care, Vision Care and Pharmaceutical Plan. Future increases (if any) defined by the Trustees as necessary to maintain benefits shall be divided using this same formula.

16.03 Retirees Plan: In addition to the contribution rates described herein, the Company agrees to contribute the sum of thirty dollars and thirty-three cents (\$30.33) on each Regular Employee who worked at least eighty (80) hours during each month.

16.04 The nature of benefits, and all other questions of eligibility for benefits under the Retirees’ Plan, shall be determined, from time to time, by the Trustees of said Fund.

16.05 Eligibility and Benefits: An employee shall not be eligible for benefits under the Health and Welfare, Vision and Pharmaceutical Plans, until the first (1st) day of the month, next following the completion of two (2) months with 80 hours of employment as a regular employee. Contributions are to be paid to the Fund as provided in Section 16.01, above, on behalf of all regular employees for the two (2) months of at least 80 hours worked, prior to establishing eligibility for benefits.

16.06 Dental Care: An employee shall not be eligible for benefits under said Dental Plan until the first (1st) day of the month next following the completion of nine (9) consecutive calendar months of employment as a regular employee. Contributions are to be paid to the Fund as provided in Section 1, above, on behalf of all regular employees for the nine (9) months worked prior to establishing eligibility for benefits.

16.07 Remittance: The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

16.08 It is agreed that the plan established shall be in conformance with all applicable laws and payment by the Employer shall not be considered wages to the employees.

16.09 The Employer agrees to become a party to the Trust Agreement and to accept the Trustees of the Utah-Idaho Teamsters Security Fund.

ARTICLE 17 – PENSION PROGRAM / 401(K) PLAN

17.01 Pension Plan: Effective January 1, 2017, the Employer shall contribute to the Western Conference of Teamsters Pension Trust (WCTPT) for the account of each employee working under this Agreement a monthly sum to be computed as follows:

17.02 Effective upon acceptance of this Agreement by the Trustees, the Company shall pay ten cents (\$0.10) per hour into the Western Conference of Teamsters Pension Trust on account of each probationary member of the bargaining unit, hired on or after January 1, 2017, during the probationary period, but in no case for a period longer than ninety (90) calendar days from the initial date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be made on the same basis as set forth in this Article below.

17.03 Effective January 1, 2020, total contribution to the WCTPTF shall be one dollar and twenty cents (\$1.20) for each compensable straight time hour up to a maximum of forty (40) hours per week and 2080 per year.

17.03.01 Effective June 1, 2021, total contribution to the WCTPTF shall be one dollar and forty-five cents (\$1.45) for each compensable straight time hour up to a maximum of forty (40) hours per week and 2080 per year.

17.03.02 Effective January 1, 2022 total contribution to the WCTPTF shall be one dollar and ninety cents (\$1.90) for each compensable straight time hour up to a maximum of forty (40) hours per week and 2080 per year.

17.03.03 Effective January 1, 2023 total contribution to the WCTPTF shall be two dollars and twenty cents (\$2.20) for each compensable straight time hour up to a maximum of forty (40) hours per week and 2080 per year.

17.03.04 Effective January 1, 2024, total contribution to the WCTPTF shall be two dollars and seventy-five cents (\$2.75) for each compensable straight time hour up to a maximum of forty (40) hours per week and 2080 per year.

17.04 By execution of this Agreement, the Employer agrees to be bound by, and comply with, the terms and conditions of the amended and restated Agreement and Declaration of Trust and the Pension Plan for the WCTPT, and the appointment of Trustees. Time paid for, but not worked, such as holidays, bereavement, and vacation time, shall be considered as time worked for the purpose of this Article.

17.05 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

17.06 The Company will recognize that Route Sales Representatives who are paid according to the Base Pay (+) Commissions schedules within the C.B.A., will receive a weekly employer contribution of forty (40) hours per week, multiplied by the hourly contribution rate.

17.07 Teamsters National 401(k) Plan: Eligible employees may have their Compensation reduced pre-tax under a Salary Reduction Agreement and have the Employer contribute that amount and only that amount to the Teamsters National 401(k) Plan, or another qualified plan selected by the Union (the "Plan"). The amount of such contributions shall be determined by each employee.

Employees first become eligible to participate in the Plan after working six months with the Employer under this Collective Bargaining Agreement. There will be no matching contributions by the Employer into this 401 (k) Plan. The rights and duties of both the eligible participant and the Employer are set forth in that document titled: "Summary Plan Description of the Supplemental Income 401 (k) Plan, as amended." This option to participate is only available while the Plan described in the "Summary Plan Description of the Supplemental Income 401 (k) Plan" remains qualified under the Internal Revenue Code, is approved by, and remains approved by, both the IRS and the DOL. The Employer has no liability for the monies either collected or contributed by it on behalf of the employees nor does the Employer hold itself out as an administrator or fiduciary with regard to such Plan or plans. The Employer's only role is that of a

conduit making contributions to the 401 (k) Plan on behalf of those employees who have signed the appropriate authorizations for such deductions and contributions.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 In the event of death of a member of the employee's extended family, an employee shall be allowed a reasonable amount of time off, with pay, not to exceed three (3) scheduled workdays for time lost between the day of the death and three weeks following the date of death, at the employee's discretion. A member of the employee's extended family means the employee's brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law and sister-in-law.

18.02 In the event of death of a member of the employee's immediate family, an employee shall be allowed a reasonable amount of time off, with pay, not to exceed a total of five (5) scheduled workdays. These days are to be used at the employee's discretion for time lost between the day of the death and three (3) weeks following the date of death. A member of the employee's immediate family means the employee's child, stepchild, parent, stepparent, current spouse, or domestic partner.

ARTICLE 19 – SICK LEAVE

19.01 On December 1st of every calendar year, all bargaining unit employees shall be awarded six (6) days of sick leave per year.

19.02 For the purpose of sick leave, the aforementioned six (6) days of sick leave is to be used during and will cycle on a fiscal year from December 1st to November 30th of the following calendar year.

19.03 A newly hired employee's sick leave shall be based on a pro-rated formula to be calculated for the period, from the date following the completion of the employee's ninety (90) day probation period, to the upcoming November 30th date of the current fiscal year.

19.04 Any sick leave unused during a fiscal year, shall be paid/cashed out to the employee, by no later than December 15th, of each year. For the purposes of sick leave cash out, commissioned RSR's will be paid at the "Hourly Delivery Support Driver" rate. Hourly compensated employees will be paid/cashed out, according to their current rate.

19.05 A Route Sales Representative or Hourly Employee who intends to call in sick, must first call their District Manager and if unavailable, second call the Service Manager as soon as possible, but no later than one (1) hour prior to their start time to report their absence. All Employees will be provided with the cell phone numbers of their District Manager and the Service Manager. The Employee need only inform the Manager that he/she is ill and as a consequence, will be unable to work as scheduled that day. If the illness continues beyond three (3) days, then the employee will be required to provide a doctor's note.

19.06 If an employee attempts to (first) call his/her District Manager and (second) the Service Manager and the calls goes unanswered, a voicemail should be left to each informing them of the employee's absence. If their voicemail is full and not allowing a message to be left, a text message to each will be allowed and acceptable. Once these messages have been left, the employee's notification obligation is complete.

19.07 Upon the death or retirement of any employee, the Employer will pay the employee's beneficiary or retiring employee all of the employee's awarded but unused sick leave.

19.08 Managers can't force an RSR to work on a normally scheduled day off, if said RSR uses a sick day during the same week. Coverage for said RSR will be provided by the Relief Route Sales Representative, Hourly Driver Route Support or a member of management.

ARTICLE 20 – SAFE EQUIPMENT

The Company shall not require employees to operate on the streets or highways any vehicles that the RSR/Driver feels is not in safe operating condition, or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate equipment, which is reasonably deemed unsafe. All employees shall complete pre-trip truck inspections at the beginning of each shift, using Company provided electronic devices to record and report any items needing maintenance or repair. In the event the RSR's vehicle is out of service for repairs, the Company will provide an adequate alternative vehicle to enable service of the route, such as a van/box truck or a similar rental van/box truck (e.g., Penske, Ryder, etc.).

If the employee must wait more than two (2) hours for an adequate alternative vehicle, the company will provide assistance with the route for that day.

ARTICLE 21 - UNIFORMS

21.01 Drivers: Whenever an Employer shall prescribe anyone (1) or more of the following articles of wearing apparel (shirt, cap, trousers, jacket, and shorts), the cost thereof including laundry, maintenance and cleaning, shall be borne by management. Upon termination of employment the employee shall immediately return to the Employer all wearing apparel furnished by the Employer, if requested.

21.02 Safety Boots/Shoes: All employees are expected to wear black, brown or gray, non-skid sole shoes of their choice. The Employer shall, upon presentation of a receipt from the employee, reimburse employees up to one hundred dollars (\$100) per calendar year, for the purchase of one pair of safety shoes/boots in any twelve (12) month period, to be worn as part of the uniform.

21.03 Gloves: The company will provide appropriate PPE on an as needed basis, as part of the uniform if requested by the employee.

ARTICLE 22 – CALL BACKS / “RUN-BACKS”

22.01 When a route sales representative has performed his/her assigned work and serviced his/her route, he shall be permitted to check out and he/she shall NOT be called or instructed to “Run Back”, to service his/her customers after he/she has returned to the plant that same day.

22.02 A route sales representative will not be required to come into work, load his truck or asked to service accounts on his/her day off.

22.03 After a route sales representative has left the plant and started his/her route, any additional customer products, required because of product that is unacceptable to the standards of the customer, mistakes made by production or product that was cut/shorted by the company, will be delivered to the customer by a manager, an employee classified under Article (11.18), an employee classified under Article (11.21) or placed on the next normally scheduled delivery to the customer. The product may be delivered in-route to a route sales representative, if he/she has product for, and has yet to make his/her delivery to that particular customer, for the current days scheduled delivery or if the RSR is within one (1) mile of an account that he has already made a delivery too that day (No “Run Backs”). If the Company deems that the delivery is mandatory, the RSR will be compensated at twenty dollars (\$20.00) for the delivery of each “Run Back”. An RSR will not be required to service an account based on the aforementioned circumstances, on a non-scheduled day of delivery for that account.

ARTICLE 23 - JURY DUTY

Should an employee be called to jury duty, he shall continue to receive pay in the amount necessary to make up the difference between pay for jury duty and the earnings of his route, or his weekly guarantee, whichever is greater, for not more than thirty (30) days; provided that an employee who is released from jury duty prior to 1:00 p.m. reports to the employer in person or by telephone, if requested, and if he has sufficient time to change his clothes, shall return to work to complete his normal shift. If an employee is subpoenaed as a witness, it will be treated the same as jury duty.

ARTICLE 24 - NO STRIKE

It is agreed that strikes, lockouts and sympathy strikes, slowdowns and stoppage of work are prohibited subject to arbitration under ARTICLE 9 hereof.

ARTICLE 25 – JOINT LABOR MANAGEMENT MEETINGS (JLM)

A Joint Union-Management Committee (JLM) shall be formed consisting of the Business Representative and Shop Stewards of the Local Unions and representatives of the Company signatory to this Agreement. The Committee shall meet as needed during the term of this Agreement to discuss matters of safety, health and general contract application. A report of the Committee and the result of any studies made by it or by its direction will be made available to the Union.

ARTICLE 26 – MANAGEMENT RIGHTS

The management of the Company's operations, facilities and working forces, including but not limited to the herein enumerated rights to: hire, promote, suspend, layoff, discharge or discipline for just cause; establish reasonable rules and regulations covering the operation of the Company and the conduct of its employees shall all be vested exclusively in the Company except to the extent that they are expressly and specifically contracted away or limited by the terms of this Agreement. The foregoing enumeration of management's rights shall not be deemed to exclude any other right which is customarily that of management.

ARTICLE 27 – MAINTENANCE OF STANDARDS

All rights, privileges and working conditions enjoyed by the bargaining unit members at the time of this Agreement, which are not specifically altered, modified or excluded by this Agreement shall remain in effect; provided, however, that nothing herein shall be construed to prevent the Company from altering, modifying, discontinuing, or implementing any incentive or bonus programs for its employees. The Company agrees that it will not unilaterally make changes to the wages, hours, terms or conditions of employment for the bargaining unit members without first notifying and bargaining with the Union.

ARTICLE 28 – CUSTOMER COMPLAINTS

If an RSR is unable to service an account or an entire chain account due to a customer complaint, his/her manager and the RSR will jointly meet with the customer or chain account to try to reinstate the RSR. The Company will inform the Union of its findings justifying the removal and discuss the matter. If the RSR does not agree with the decision of the Company, he/she may exercise his/her option to pursue a grievance under Article (9).

ARTICLE 29 - TOTAL AGREEMENT

The parties to this agreement expressly declare that they have bargained in good faith on all phases of wages, hours, and working conditions and that the terms of this agreement represent their full and complete understanding without reservation or unexpressed understanding. Accordingly, this agreement constitutes the entire contract between the parties and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation, past practice or agreement reached prior to the signing of this agreement which is not set forth herein.

ARTICLE 30 – DURATION OF AGREEMENT

This Agreement shall remain in force and effect from date hereof to and including the 30th day of April 2025. On or before sixty (60) days prior to the expiration date of this Agreement, either party may give written notice of its desire to change, modify or terminate this Agreement or any portion thereof.

If the contract is not opened by either party, it shall automatically renew from year to year.

In the event that either party or both desires to modify or change the same, then in that event, the parties shall meet immediately after receiving such notification for the purpose of discussing such changes or modifications.

The parties agree that during such negotiations, there shall be no lockout, strikes, slowdowns or work stoppages.

It is further understood and agreed that in the event that it shall be determined by the National Labor Relations Board or a Federal Court of Competent Jurisdiction, that the period of time agreed to for the duration of this contract is an unreasonable length of time, then and in that event, it is understood and agreed that this contract shall continue in force and effect for such period of time as such agency or court determines to be reasonable.

IN WITNESS WHEREOF, the parties have affixed the signatures of their authorized representatives on the 17th day of August 2021.

ALSCO INC.

Greg Barton, General Manager

*TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND
HELPERS OF AMERICA LOCAL UNION NO. 222*

Spencer Hogue, Secretary Treasurer

Marty Cowin, President

