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AGREEMENT
"CONTRACT A" and "CONTRACT B"
CONTRACT CLEANERS ASSOCIATION
AND
LOCAL 50
SERVICE EMPLOYEES' INTERNATIONAL UNION
AFL-CIO, CLC

OCTOBER 1, 2002

TO

DECEMBER 31, 2006

62 pages

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AGREEMENT - "CONTRACT A"

THIS AGREEMENT made and entered into as of the 1st day of October 1, 2002, by and between CONTRACT CLEANERS ASSOCIATION OF ST. LOUIS, which includes the following:

- (a) ABBCO Service Corporation
- (b) BG Service Solutions
- (c) Clean Tech Company
- (d) Columbia Maintenance
- (e) Maintenance Unlimited Janitorial, Inc.
- (f) Mitch Murch's Maintenance Management Co.
- (g) Onesource Facility Services, Inc.
- (h) Building One Service Solutions

hereinafter referred to as the Employer, and/or the Company, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 50, AFL-CIO, CLC, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.01. The Employer agrees to recognize the Union as the sole bargaining agent for the employees of the Employer engaged in the classifications set forth in Article 13 of this Agreement, in the Greater St. Louis Metropolitan area. Excluded are office clerical employees, sales personnel, supervisors and guards, as defined in the Act.

Section 1.02. All terms and conditions of the Contract "B" attached hereto are incorporated in this Contract "A". If and when during the term of this Contract "A", Contract "B" becomes effective by its terms, the Employer agrees to be bound by Contract "B" as specified in Contract "B".

ARTICLE 2 - PURPOSE OF AGREEMENT

Section 2.01. It is the intention of the parties that this Agreement will establish sound relations between the Employer and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Employer may mutually benefit; assure a full day's work for a fair day's pay, and to facilitate peaceful adjustment of differences which may arise from time to time between the Employer and the Union, or between the Employer and any employees covered by this Agreement. This Agreement is intended to set forth all the rights of the Union and the employees and the Employer, all of which arise as a result of this Contract.

Section 2.02. It is recognized that the interests of the Employer and the interests of its employees are fundamentally the same, since the Employer must prosper if its employees are to prosper. This requires that both the Employer and the employees work together to the end that quality and costs of service will prove increasingly more attractive to the customers of the business, so that the business will be continuously successful. Accordingly, the Employer and the Union do

hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Employer, of obtaining fair treatment by supervisors for all employees of the Employer and improving efficiency and economies so that both may prosper.

Section 2.03 The parties recognize that the efficiency of any enterprise requires clear management authority and freedom to make decisions and to operate its business in an efficient manner. The Company retains, and it is recognized that the management of the Company, the control of its equipment and the maintenance of order at its work locations are solely the responsibility of management. (However, the Company will notify the Union of any transfer or change of location including name and number of employees affected by such change). It is hereby agreed that nothing in this Agreement shall limit the Company in the exercise of its functions of management, such as, but by no means wholly inclusive, the right to decide: the number, location and relocation of work stations; the merger, sale or termination of all or any part of its business; to alter, rearrange, combine, transfer, assign or cease any job, operation or service; the services to be rendered; the work to be subcontracted out or purchased; the schedules of operation; the use of equipment or materials; the customers to be served; the amount of supervision necessary; to relieve employees from duties and assignments because of the lack of work in accordance with Article 8; to combine and eliminate jobs; to set shift schedules and quantity of work; to establish and maintain job requirements and job contents and the standards of service. It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Company unless specifically contracted away by this Agreement and further that the enumeration of management's rights shall not be deemed to exclude any other management rights.

ARTICLE 3 – UNION SHOP AND HIRING

Section 3.01 The Employer shall at the time of hire inform each new employee who comes under the scope of this Agreement of the existence and terms of this Agreement.

Section 3.02 Further, the Employer shall at the time of hire, give each new employee a copy of the NOTICE TO NEW EMPLOYEES. The Union agrees to provide the Employer with copies of this notice.

Section 3.03 Neither the Company nor the Union will discriminate against any employee on the basis of race, color, sex, disability, religion or national origin or any other factor as and to the extent prohibited by law. Any reference to either the male or female gender shall be understood to apply to both sexes where applicable.

Section 3.04 As a condition of continued employment, all employees included in the collective bargaining unit shall, prior to thirty-one (31) days after the start of their employment with the Employer, or the effective date of this Agreement, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee as such may from time to time be established by the Union. The Union shall certify to the Employer the amount that constitutes periodic monthly dues or said service fee.

Section 3.05 Employees Hired After Agreement Becomes Effective: An employee whose employment commences after the time this Agreement becomes effective shall, not later than thirty-one (31) calendar days after the commencement of employment, if still employed, tender to the Union: (i) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union unless the employee has, at any previous time, tendered such amount to the Union; and (ii) an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union or a service fee. Thereafter, such an employee shall, not later than the fifteenth (15th) calendar day of each month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union or a service fee.

Section 3.06 Employees Holding Certain Religious Beliefs: Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support this labor organization as a condition of employment, provided that it is understood that any such employee holding conscientious objections pursuant to this provision who requests this organization to use the grievance/arbitration procedures on his/her behalf, may be charged for the reasonable costs of using such procedure.

Section 3.07 Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit but must, in all cases, comply with Section 3.04 by tendering either the monthly dues or service fees, as appropriate. The Union recognizes, however, that it is required under the Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3.08 The Company through its agents will not discourage anyone from joining the Union and/or participating in the Union.

Section 3.09 The Company agrees to consider any applicant referred to it by the Union. The decision on hiring, however, remains the exclusive right of the Company.

Section 3.10 The Company agrees to collect back dues which are owing from employees, upon proper notification from the Union, by collecting up to one month of back dues at a rate not to exceed \$4.00 per month. If an employee is in arrears in excess of one month's dues, it shall be the responsibility of the Union to collect such sums. Provided that, in the event an employee owes back dues which were incurred while the employee was employed by the Company, the Company will collect all such back dues through payroll deduction at a rate not to exceed \$4.00 per month.

ARTICLE 4 – CHECKOFF

Section 4.01 The Employer agrees to a checkoff for the payment of Union dues and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorizations of such employees, and according to the method set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.

Section 4.02 The amount of dues to be deducted each month throughout the terms of this Agreement under the conditions outlined above shall be certified to the Employer by the Union simultaneously with the signing of this Agreement; provided, however, if the dues are increased or decreased in accordance with the Constitution and By-Laws of the Union during the life of this Agreement, the Union shall certify the changed amount of such dues, and thereafter the Employer shall deduct such newly certified amount of dues.

The Employer will remit to the Officer of the Union who has been certified to the Employer by the duly authorized Officers of the Union, the amount of monthly dues so collected.

Section 4.03 The regular monthly dues for regular employees shall be deducted in equal weekly or bi-weekly amounts, and such amounts shall be forwarded monthly to the Union.

Section 4.04 All sums deducted for dues shall be remitted to the Union not later than the twentieth (20th) day of the month after which such deductions are made.

Section 4.05 In the event that the Employer fails to deduct and remit the proper Union dues, or fails to comply with any of the terms of this Agreement, the Union may consider any such conduct on the part of the Employer a material breach of this Agreement.

Section 4.06 Notwithstanding Section 3.05 hereof, the initiation fee for all employees shall be deducted in installments over a six (6) month period beginning in the month following the 31st day of employment or the effective date of this contract, whichever is later.

Section 4.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer pursuant to any written or oral communication from the Union under the provisions of this Article.

Section 4.08 COPE The Employer agrees to deduct such sums as the employee directs by written authorization to the COPE fund of the SEIU, provided that the amount designated is no less than Two Dollars per month. Employee COPE authorizations shall be permitted in the month of January each year and shall not be revoked for a period of one year. All revocations shall be in writing.

ARTICLE 5 – DISMISSAL

Section 5.01 No employee shall be discharged from employment by the Employer for reason of his activity in the Union, or by his furnishing the Union or its members with any information regarding working conditions in or around his place of employment.

Section 5.02 The Employer agrees that no non-probationary employee shall be disciplined without just cause, with the reason for such discipline given to the employee immediately upon such discipline. Upon request, either the employee or the Union will be given written notice of discharge or suspension at the time it is given or such notice will be mailed to their last known address. Should the employee wish to contest discipline of any kind, written notice thereof shall be given to the Employer and Union within seven (7) calendar days, in which event the issue shall thereafter be submitted, to and determined, under the grievance procedure. In the event the notice of discipline is mailed, the employee shall have seven (7) days in which to file a grievance from the date of receipt or attempt to deliver. The mailing shall be by certified mail, return receipt requested.

Section 5.03 The Employer shall make available at its place of business all monies due no later than the next regularly scheduled payday for the workweek in which the dismissal takes place; where practical, a check will be prepared earlier than such date and sent to the employee at his/her last known address. No vacation pay, in any event, shall be paid to any employee who is dismissed for cause. Any regular employee who is off work on a workers' compensation injury shall not receive vacation credits.

ARTICLE 6 – SHOP STEWARD

Section 6.01 The Employer agrees to recognize Shop Stewards designated by the Union, which number shall not exceed one per shift at any job location.

Section 6.02 Employees, during a conference where disciplinary action is to be taken or where an employee is questioned on a matter that may lead to any disciplinary action may, upon request, have a Union member available in such conference, provided another employee is available and provided his or her presence will not interfere with operations. The Company will make every attempt to utilize the shop steward for this purpose provided he/she is available and his or her presence will not interfere with operations. If no Union employee is available, the disciplinary action shall be reduced to writing and a copy given to the employee or mailed within a twenty-four (24) hour period, except for terminations and suspensions, which notice must be given to the employee by the end of the shift if a supervisor is present, or if not, mailed or given to the employee on the next business day.

Section 6.03 The Union shall provide copies of the contract to each employee.

Section 6.04 Shop Stewards and other Union officials shall have access to any facility at which members of the bargaining unit are employed. The steward or other Union officials shall notify an Employer official as soon as possible before he/she enters upon the facility. This paragraph is subject to the rules and regulations of the premises and shall in no case interfere with or interrupt

operations. Advance permission of the contractors shall also be obtained. The Employer will make a reasonable effort to secure Union access to the premises. The Employer's permission will not unreasonably be withheld.

ARTICLE 7 - PROTECTION OF RIGHTS

Section 7.01 It shall not be a violation of this Agreement, and it shall not be the cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union, which is a party of this Agreement, and including primary picket lines at the Employer's places of business.

Section 7.02 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE 8 - SENIORITY

Section 8.01 Employees shall accrue seniority on each job or customer. In case of layoffs due to losing a customer or job, the last employee hired shall be the first laid off. Employees shall retain their recall rights for a period of up to ninety (90) days from their layoff, and when jobs come open on other customers they will be given preference in rehiring. If an employee is called back to work and refuses to report, he loses his seniority. While seniority is by job location, if a contract is lost and an employee has more than two (2) years of actual service with the Company, he or she will be allowed to displace the junior employee who is then at his or her current rate of pay and who has less service at another location designated by the Company. ~~If no opening exists,~~ the Employer will be allowed thirty (30) work days to find another position, if available, for the employee from date of loss of contract. If no such junior individual at another location at the person's current rate of pay is available, the employee may displace the junior person at the rate most comparable to employee's wage rate at a site designated by the Company within thirty (30) days of the loss of the job. If wages and benefits are reduced, the Company will make every effort to restore the person to a job having his former, higher wages and benefits as soon as practical. In no event will an employee's wage be reduced more than the differential between the locations involved.

Section 8.02 Extra employees shall acquire seniority and shall be put on regular, when regular jobs are open by the same process. Employees shall have the right to request transfers to other jobs, when and if openings are available. The parties recognize that customer demands might dictate that an employee be moved from a particular job. When so required by a customer, an employee will be offered a position consistent with his or her seniority at some other location. When a customer requests removal of an employee, the Company shall make a written request that the customer confirm its request in writing. The Company will provide the Union with a copy of its written request to the customer. If the Company obtains written confirmation of the customer's request, the Company shall provide a copy of the customer's request to the Union. If

transferred, every effort will be made not to reduce the employee's hours or hourly rate. This does not restrict the Company's right to discharge for just cause, however.

Section 8.03 In the event the Employer desires to layoff any employee or employees for reasons such as the loss of a job or portion of a job, the Union agrees to meet with the Employer and discuss the proposed layoff in good faith. Employees on layoff and regular part-time and extra employees shall receive preference over all new-hires.

Section 8.04 Seniority of an employee shall be broken or terminated when he or she:

- (a) Quits.
- (b) Retires, or any other legitimate reason.
- (c) Is discharged.
- (d) Is absent from work for a period of one (1) working day without notifying the Company unless excused by the Company for extenuating circumstances beyond the employee's control. An employee's seniority will not terminate if the Company rehires the employee within thirty (30) days after the employee's discharge because of no call no show.
- (e) Fails to report for work at the close of his leave of absence.
- (f) Fails, following layoff, to return to work within three (3) working days following receipt of notice of recall from layoff by telephone or notice sent to his last known address, unless excused by the Company for extenuating circumstances beyond the employee's control.
- (g) Has been on layoff for a period of more than ninety (90) days, provided that during that period he shall notify the Company and the Union, in writing, certified mail, return receipt requested, of his then current address and telephone number and of his desire to remain on the seniority list at the end of two (2) weeks after layoff and again the end of each subsequent four (4) week period.
- (h) Gives misleading, erroneous, and/or false statements in seeking employment with the Company, or on insurance claims, or fails through omission to furnish material background facts as sought on application or insurance forms in connection with employment. There shall be no time limit on such items.
- (i) Accepts new employment with some other Employer while on a medical leave of absence.

Section 8.05 All employees who have been hired as part-time employees and are regularly scheduled to work less than thirty-two (32) hours a week, are part-time employees for the purposes of this Agreement.

Section 8.06 Contract "B" Transfers – Employees employed under the terms of this Contract A who request in writing, by personally registering at the Company office, to be transferred to a building subject to the terms of Contract "B" shall be awarded openings by seniority among those employees having made requests, provided that openings in buildings serviced by the Company for less than a year shall not be subject to transfer by seniority but shall be filled at the discretion of the Company.

ARTICLE 9 – LEAVE OF ABSENCE

Section 9.01 Any employee who has completed three (3) months of consecutive employment and is in good standing with the Union shall be granted a leave of absence for bona fide illness, accident, injury or any other bona fide reason acceptable to the Employer, and shall be restored to his regular job classification upon presentation of a doctor's certificate that he is able to return to work. Leaves of absence are not to exceed twelve (12) weeks, unless mutually agreed to between Employer and employee. Leaves of absence in cases of pregnancy shall be consistent with applicable law.

Section 9.02 Military Leave: For the protection of the rights and privileges of all men and women who have served in the Armed Forces of the United States, both parties hereto agree to observe the provisions and spirit of the section of the Selective Training and Service Act (Title 50, Appendix 308, U.S. Code Annotated) which provides for the reemployment of Veterans.

Section 9.03 Requests for leaves, and approval or rejection, shall be in writing.

Section 9.04 In the event federal and/or state law mandates parental leave for the employees of the Employer, such terms will be incorporated herein.

Section 9.05 Upon the Union's written request, the Company will release one person for every seventy-five (75) persons employed by the Company under the terms of the Agreement for a period of up to five (5) days each contract year without pay.

ARTICLE 10 – SAVINGS CLAUSE

Section 10.01 If any provision of this contract or the application of such provision to any person or circumstance shall be ruled an unfair labor practice, or in any other way contrary to law by Federal or State Court or duly authorized agency, the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 11 – HOURS OF OVERTIME AND MAINTENANCE OF WORKING CONDITIONS

Section 11.01 Forty (40) hours shall constitute a week's work. Time and one-half (1-½) shall be paid for all time worked in excess of forty (40) hours per week. Holidays, whether worked or not, shall be counted as time worked for overtime purposes.

Section 11.02 Maintenance of Hours: If hours are cut by the Company, an explanation for that move will be given to the employees affected thereby; however, hours will not be cut for arbitrary reasons. The Company will give preference for full-time positions to its then current part-time employees prior to hiring from the outside. Such current part time employees shall, however, first advise the Company in writing of a desire for full time employment. Seniority of employees will be considered, but the Company will not be obligated thereby.

Section 11.03 Occasional extra work in each building shall be rotated when possible, so that every employee receives a fair share. On daily assignments beyond the normal shift, as much notice as possible will be given, but not less than one (1) hour except in emergencies or extenuating circumstances.

Section 11.04 Upon execution of this Agreement and upon request up to twice each calendar year thereafter, each contractor will provide a list of its buildings cleaned, the names of employees employed at such locations, the employees' wages and addresses and, for each building, the hours employees are normally present. All such information is subject to the confidentiality provisions of this Section. Upon receipt of such information, the Union will keep such information confidential and will not provide such information to anyone other than Union officials who are full time employees of Local 50. That individual, in turn, will not provide the information to others.

ARTICLE 12 – WORKING CONDITIONS AND JOB EXPENSE

Section 12.01 The Employer agrees to carry Workmen's Compensation Insurance on each employee coming under the terms and provisions of this Agreement.

Section 12.02 The Employer agrees to provide proper safety appliances and equipment to safeguard the Health and Safety of all employees, and to observe all State and Federal Laws regarding working conditions.

Section 12.03 Where employees are required to wear uniforms, the Employer shall furnish same, however, the requirement of matching shirt and pants will not be considered as a uniform.

Section 12.04 Workmen's Compensation Insurance: The Employer is required to submit to the Union, a Certificate of Workmen's Compensation Insurance as proof that the Employer has complied with Section 12.01 of this Agreement.

ARTICLE 13 – JOB DESCRIPTIONS

Section 13.01 Janitors-Cleaners: Anyone engaged in washing, cleaning, scrubbing, rinsing, waxing, buffing, dusting, sweeping, vacuuming, polishing, disinfecting, wiping, mopping, scraping, spraying, scouring, restrooms, halls, floors, offices, etc., or moving furniture, supplies, replacing burned out lights and starters, removing trash, supplying toilet rooms, operating elevators, loading and unloading trucks, gardening, complete wall, ceiling, light, venetian blind

washing and moving furniture, assisting maintenance person, shall be considered in the above classification.

Section 13.02 Mechanical Maintenance No. 1: Anyone whose ability and qualifications are such that they are capable of managing and effectively operating a building and making any and all repairs of electric equipment and 440 volt elevators, air conditioning, and other sophisticated areas of mechanical maintenance that may arise in day-to-day operations.

Section 13.03 Mechanical Maintenance No. 2: Anyone whose duties shall consist of minor carpentry, plumbing, painting, electrical work, replace a door lock, replace broken glass to the physical structure of the building, or to do other similar or related work, and who may be called upon to make repairs to the mechanical equipment usually found in office buildings; and who shall grease, oil, change air filters needed to air condition or heat the building.

Section 13.04 Emergencies: During emergencies, all employees are expected to perform the natural duties of the above job description, including snow removal.

Section 13.05 Mechanical Maintenance Technician: Anyone whose job duties require and qualifications include a two (2) year graduate from Rankin Trade School or an equivalent commercial course of study, in addition to the Mechanical Maintenance No. 1 Job Description.

ARTICLE 14 – WAGES

Section 14.01 “Wages” as that term is used throughout this contract, shall mean and be defined as the minimum hourly wage rate. Any employee employed on July 1, 2001, if also continuously employed through and including January 1, 2002, received a wage increase of 25¢ per hour effective April 1, 2002; any employee employed on July 1, 2002, if also continuously employed through and including January 1, 2003, shall receive a wage increase of 40¢ per hour effective January 1, 2003; any employee employed on July 1, 2003, if also continuously employed through and including January 1, 2004, shall receive a wage increase of 35¢ per hour effective January 1, 2004; any employee employed on July 1, 2004, if also continuously employed through and including January 1, 2005, shall receive a wage increase of 35¢ per hour effective January 1, 2005; any employee employed on July 1, 2005, if also continuously employed through and including January 1, 2006, shall receive a wage increase of 35¢ per hour effective January 1, 2006.

Effective October 1, 2002, the minimum wage rate for new employees shall be:

<u>Effective Date</u>	<u>Inside I-270</u>	<u>Outside I-270</u>
Current	\$5.50	\$6.25
1/1/03	\$5.75	\$6.50
1/1/04	\$6.00	\$6.75
1/1/05	\$6.25	\$7.00
1/1/06	\$6.50	\$7.25

As in the past, the Company may continue its practices of paying certain employees above the rates specified herein and of hiring new employees at rates in excess of the minimum specified herein:

Journeyman Wage Rate: Effective as of January 1, 2003, any employee who has reached, or thereafter reaches, his/her second anniversary of continuous employment shall be classified as a journeyman and upon such second anniversary, shall receive not less than the minimum hourly wage rate as follows:

Effective date	Inside I-270	Outside I-270
1-1-03	\$ 6.00	\$ 6.75
1-1-04	\$ 6.25	\$ 7.00

Five Year Journeyman Wage Rate: Effective as of January 1, 2003, any employee who has reached, or thereafter reaches, his/her fifth anniversary of continuous employment shall be classified as a journeyman and upon such fifth anniversary, shall receive not less than the minimum wage rate per hour as follows:

Effective date	Inside I-270	Outside I-270
1-1-03	\$ 6.50	\$ 7.25
1-1-04	\$ 6.75	\$ 7.50

Special Application of Outside I-270 Rates: In this Section 14.01, the wage rates for Outside I-270 shall apply to Washington University, Webster University, the Edward Jones Dome and the Equilon Refinery.

Section 14.02 Employees required to work as Lead persons shall receive fifteen cents (15¢) per hour over the above rates for such work as applied to each classification. A Lead person shall serve, act and be removed from the position of lead person without cause at the sole discretion of the Employer. It is agreed that a Lead person shall be used on jobs having more than five (5) employees, unless a resident supervisor is on the job, in which case a Lead person will not be required.

Section 14.03 Payday: Employee's paychecks will be available every other Friday at the individual job sites. Prior to said payday, an employee may request that his or her check be left at the Company office where it will be available for pick up after 1 p.m. on payday. Employees who do not pick up their checks shall have their paychecks mailed immediately following the Friday distribution of checks to their last known address registered with the Employer. If an employee regularly picks up his/her check at the Company office, advanced written notice of such intent must be provided in writing. One day advanced oral notice by phone may be given to the Company office in the case of an occasional emergency.

Section 14.04 When employees are regularly required to work combination jobs they shall receive the rate of pay applicable to the job classification in which they work the majority of their time during that day.

Section 14.05 Payment for Travel:

(a) Any employee who is required to move from work site to work site in the course of performing his work assignments shall be paid for all time spent in traveling between such locations. Employers have the right to set the amount of travel time to be paid.

(b) Travel time, as defined in paragraph (a) of this Section, shall be counted as time worked for the purposes of computing the total daily and weekly hours worked and any overtime premium, where applicable.

Section 14.06 Payment For Use Of Employee's Own Vehicle And Audits: Any employee who is required by the Employer to furnish his own vehicle to carry out equipment or supplies between customer locations shall be reimbursed for the use of his vehicle at the rate of twenty-seven cents (27¢) per mile, with mileage between jobs to be determined by the Employer. All mileage payments to reimburse employees for using the Employee's vehicle shall be paid by separate check.

(a) The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank.

(b) **Audits.** The Union shall have the right to request a Certified Public Accountant to determine whether or not the proper dues, pension and welfare payments have been made to the Union or appropriate trust. Payment of such audit will be borne by the Union or appropriate trust. Audit procedures format to be as prescribed by the International Foundation of Employee Benefit Plans. Within sixty (60) days of the execution by all parties of this collective bargaining agreement, the Contract Cleaners Association of St. Louis shall advise the Union of the names of five (5) Certified Public Accounting firms which are acceptable to it. For purposes of an audit or inspection of records, the Union shall have the right to select any one accounting firm from said list of the Union's own choosing.

In the event the results of such inspection or audit revealed that the Employer has violated any terms or conditions of this Article, the Employer shall be liable for the cost not to exceed fifteen percent (15%) of the obligation or liability. Nothing in this Section shall limit the remedies available under 29 U.S.C. §1145.

Section 14.07 When the customer so requires in its written contract with the Company, employees shall be required to wear safety shoes. The Company will reimburse such employees for the cost thereof up to \$25 per year on the employee's first anniversary and each anniversary thereafter provided satisfactory proof of purchase is provided to the Company.

Section 14.08 As a condition of employment or continued employment, all employees will be required to sign an agreement granting the Company the absolute right to set off against the unpaid wages of such employee any valid debt, charge, costs or other expense which the Company shall have incurred by reasons of the employee's acts or failure to act regarding the return of Company property such as keys, papers, uniforms and other similar items. The

employee must acknowledge in such agreement that he/she understands and agrees that the absolute right granted to the Company so to set off is contractual and is intended to reimburse the Company for the losses it may incur for the kinds of items noted herein. Prior to exercising its right to set off, the Company must inform the employee in writing as to the nature of the expense, the employee's act which resulted in the expense, the amount claimed by the Company, and the amount per pay period which the Company intends to deduct.

ARTICLE 15 - JOB TRAINING

Section 15.01 The Employer, in addition to individual job training, may designate a particular area in a building to be designated as a job training area, wherein new employees shall be trained for Janitor Cleaning work, and said employees performing services in said designated training area may be transferred in and out at the sole discretion of the Employer during the training period. The employees and the Union will be informed of the location of the job training area. This Section will not be used to subvert other provisions of this Agreement.

ARTICLE 16 - HOLIDAYS

Section 16.01 Regularly scheduled employees shall not be required to work, but shall be paid a straight time hourly rate of pay at their fixed number of hours normally worked per day for the following holidays, regardless of the day of the week upon which the holiday falls:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Should the customer observe any other regularly scheduled work day as a holiday in addition to those listed above, the employees of the contractor at that location will also celebrate such day as a holiday; payment for such day will be at the discretion of the customer, and the Employer will not be obligated to issue holiday pay. If, however, an employee requests to work, work will be provided to that individual. If the Union requests proof from the building management that the holiday is not paid, such documentation will be obtained by the contractor. The employee will not be required to travel within the city limits of St. Louis at any distance greater than five (5) miles. Elsewhere, the employee will not be required to travel any unreasonable distance from where he/she normally works. Work will be provided in the employee's normal job classification.

Employees working in multi-tenant buildings shall not observe customer holidays unless all tenants of said building celebrate a particular holiday.

Where the Martin Luther King Birthday holiday is observed, employees at that location shall receive the day off with pay. On accounts of ten (10) employees or more when the MLK Holiday is not observed and where employees make an advanced three (3) work day written request, up to

a maximum of ten percent (10%) of employees on each job shall be permitted off without pay on the Martin Luther King Birthday holiday. Selection shall be by seniority.

The term holiday as used in the second and third paragraphs of this Section 16.01 shall be limited to those holidays, commonly observed as Federal or State holidays, and which are so observed by the customer. The term holiday does not, therefore, include days of shutdown by the customer such as plant shutdown or school shutdown for vacation or any other reason if the days of shutdown are not days commonly celebrated as Federal or State holidays.

Section 16.02 In order to qualify for straight time pay for holidays not worked, it is agreed that employees must work the regularly scheduled workday which immediately precedes and follows the holiday, except in cases of proven illness documented by a physician's statement that the employee was personally seen by the physician and that the individual was unable to perform his or her regular job duties, or unless the absence is mutually agreed to in writing, and all employees must be employed for at least sixty (60) days to be eligible.

Section 16.03 Employees eligible for holiday pay, and who are called to work on any of the above listed holidays, shall receive time and one-half (1-½) for all such hours worked, in addition to holiday pay.

Section 16.04 The Employer shall not substitute an additional day off for any holiday where the intent or effect is to avoid paying any employee at the premium rate for all hours worked on a holiday.

Section 16.05 Holidays, whether worked or not, shall be counted as time worked for overtime purposes.

ARTICLE 17 - VACATIONS

Section 17.01 Regularly scheduled employees who work a fixed number of hours, and have been continuously on the payroll of the Employer shall receive upon the anniversary date of their last employment, the following amount of vacation with pay.

- One (1) Week after one (1) year
- Two (2) Weeks after two (2) years
- Three (3) Weeks after ten (10) years

Section 17.02 Employees entitled to vacation pay will be paid on the pay period following their anniversary date. It is agreed that employees will notify the Employer of their intention to take vacation two (2) weeks in advance.

Section 17.03 Pay for such vacation shall be paid for the average number of hours worked per week for the previous twelve (12) months. No deduction for sporadic absences will be made, which for vacation purposes only is defined as five (5) days or less per year.

Section 17.04 In the event a holiday falls within an employee's vacation period, he shall be granted an additional day with pay, or an additional day of vacation.

Section 17.05 If an employee has earned and is eligible for vacation under this clause and voluntarily quits, he shall be paid his vacation pay. Conversely, if an employee terminates his employment for any reason, including quits or discharge before he has become eligible for his vacation pay, he shall not be entitled to vacation pay. If an employee with five (5) or more years of service with a particular contractor voluntarily terminates his or her employment, that individual will receive pro rata vacation.

Section 17.06 Employees terminated because of the cancellation of a contract by any customer shall receive as severance pay, the amount of accrued vacation due them, unless said employee is assigned to another job within thirty (30) days. Employees shall be given this severance pay regardless of when their anniversary date falls, provided the employees have completed six (6) months service.

ARTICLE 18 – CONTRIBUTIONS TO FRINGE BENEFIT TRUSTS

Section 18.01 Employer contributions to the Contract Cleaners Building Service Employees' Welfare Trust and to Contract Cleaners Service Employees' Pension Trust, as described in the Addenda to this Agreement shall be made to the place and in the manner specified by the Trustees of the respective Trust, and the Employer shall, in making such contributions, complete such reporting forms relating to contributions as shall be furnished to them by the respective trust provided such forms and/or data can reasonably be provided by the Employer without inconvenience or economic cost to the Employer's or Trust's operations. The Employer and Trust agree to fully cooperate to insure that the transfer of data occurs efficiently.

Section 18.02 Fringe Benefits Under Trust Agreements: The Trustees of the respective Trust Funds shall cooperate so as to maximize the benefits under the said Trusts, consistent with the amounts of money paid into the said Trusts. If laws governing Trust Agreements change, then the Trust and this Agreement shall be amended to coincide with the law.

Section 18.03 Notwithstanding any other provision of this contract, or its Addenda, contribution for employees to the Contract Cleaners Building Service Employees' Welfare Trust shall not be made for any employee during the first three (3) calendar months of that individual's employment. Contributions for hours worked shall begin for the first working day after the employee has successfully completed three (3) calendar months of employment.

ARTICLE 19 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 19.01 For purposes of this Agreement, a grievance is defined as an employee or Union's dispute, claim or complaint involving the interpretation or application of the provisions of this Agreement. In the event of such a dispute, as defined above, representatives of the Employer and the Union shall make an honest and sincere effort to adjust the same in an amicable manner. In the event, however, of the inability of the Employer and the Union to reach an agreement on the

issue in dispute, the question may, at the option of the Union, be submitted for arbitration, provided with the following procedure:

FIRST STEP: Grievances shall be presented by the complaining employees or Union in writing, to his immediate supervisor within seven (7) days after the occurrence of the event giving rise to such grievance. Unless an employee presents his grievance initially to his supervisor as herein provided, such grievance shall not be considered at any subsequent step in this procedure. However, if no disposition of the grievance is obtained within seven (7) days after its first presentation to this step, it may be taken up at the next step.

SECOND STEP: If not settled in the manner set out in the First Step, the grievance shall be mailed to the Company representative within ten (10) days. Upon receipt of the grievance the Company representative will contact the Union business representative and schedule a meeting. The meeting will be held promptly. When a grievance meeting has been scheduled, the employee filing the grievance and the Union representative must attend the scheduled meeting together, and arrive on time. If either the employee and/or the Union representative is absent, without prior notification to the Company representative, the grievance will be considered dropped. If the employee or Union representative is more than 30 minutes late to a scheduled meeting, without notifying the Company representative, the grievance will be considered dropped. This provision shall not apply in the case of extraordinary circumstances.

THIRD STEP: If a grievance is not settled within seven (7) business days after presentation at the last step, the Union may request arbitration of the grievance by sending the other party written notice of its desire to arbitrate the grievance. Such notice shall be given within thirty (30) days after presentation of the grievance in step 2.

If the Union requests arbitration, the parties shall promptly attempt to select an Arbitrator by mutual agreement. If the parties are unable to agree upon an Arbitrator, they shall apply jointly to the Federal Mediation and Conciliation Service, who shall furnish a list of Arbitrators, all of whom must be members of the National Academy of Arbitrators, from which the parties shall select one (1) by alternately striking off the others, the party seeking arbitration striking first. In any event, the Arbitrator must be selected within forty-five (45) days of the notice of desire to arbitrate. Panels will consist of nine (9) individuals; either party may request a second panel.

Section 19.02 No Arbitrator shall go beyond the interpretation and/or application of this Agreement or the obligation of the parties under this Agreement. It shall in no way be construed that the Arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. Issues not directly involved in the case under submission shall not be decided by the Arbitrator and no Arbitrator shall have the power to modify, change or interpret any wage rate. The fee and all expenses incurred by the Arbitrator and whatever other expenses involved in the arbitration hearing, shall be assumed by the losing party. No arbitrator shall consider more than one grievance at any one hearing, unless the parties mutually agree.

Section 19.03 It is agreed that there shall be no picketing, sympathy strikes, strikes, or any other activity which interferes with the Company's operations during the life of this Agreement. Further no officer or official of the Union, or any of its locals, shall assist or encourage any

picketing, handbilling, supporting strikes, strikes, sympathy strikes, sit-downs, slow-downs, work stoppages or any other activity which interferes with the Company's operations.

Section 19.04 Above and beyond the grievance procedure specified herein, the parties, at times and places mutually agreeable, shall meet periodically to discuss matters of mutual concern.

ARTICLE 20 MISCELLANEOUS

Section 20.01 Wages and Benefits - Most Favored Nations Clause: Nothing contained herein shall require the Employer to pay any employee a higher rate of pay, a higher Health and Welfare or Pension contribution, or a higher holiday or vacation benefit than that required by any other collective bargaining contract entered into by the Union with any other Contractor competitive with this Employer for the same classification of employment for the same period of time. To the extent that any such other collective bargaining contract provides lower wages, pension or welfare contributions, holiday or vacation benefits, than those provided hereunder, the provisions thereof shall be called to the attention of the Union and this Agreement will be amended immediately to so provide.

In addition to the rights and privileges stated in the preceding paragraph, in any bona fide instance where any company signatory to this Agreement submits a bid to perform unit work against a contractor not a party to a collective bargaining Agreement with the union which would cover the work in question, it is agreed that the fringe benefit provisions (including vacation, holiday, health and welfare and pension provisions of this Agreement) may be waived with respect to such bid and the contractor will not be required to pay the fringe benefits called for in this Agreement to such employees for a period of one year. After one year at such reduced benefit levels, all employees on such job shall then be subject to the fringe benefit provisions of this Agreement and shall then receive the contractual benefits to which his/her individual date of service then entitles such individual. There shall, however, be no retroactivity with regard to any benefit suspended during the year of reduction and any determination concerning reduction of fringe benefits made pursuant to this paragraph by any Employer shall not be subject to the grievance and arbitration procedures.

Section 20.02 Change in Contractor: Whenever an Employer subject to this Agreement acquires or takes over existing work previously serviced by another (Contractor) subject to this collective bargaining agreement with the Union, the acquiring Employer agrees:

- (a) That all terms and conditions of this Agreement shall continue to be honored and applied at such new job; and
- (b) All employees shall enjoy the same wages and other benefits as specified in Article 14 of this Agreement as were enjoyed by the former Employer's/Employers' employees for the twelve (12) months immediately prior to such acquisition, at that particular job location;
- (c) The acquiring Employer cannot use a greater percentage of new (as defined in Section 14.01) hours in each job classification used by the former Employer/Employers during the preceding twelve (12) months of that particular job location;

(d) The former Employer/Employers shall upon request by the Union supply the Union with the above information and the Union will inform the acquiring Contractor within seven (7) days.

Section 20.03 The Union shall enforce the above Section 20.02 provision by:

(a) Selecting upon request within seven (7) days, an independent Certified Public Accountant from among the following: Arthur Andersen & Company, KPMG Peat Marwick, Price Waterhouse & Company, or Ernst & Young, who will act promptly to inspect the books and records of the alleged violator which are necessary to determine if a violation exists. The alleged violator agrees to allow the Certified Public Accountant to inspect the necessary books and records. The fee of the Certified Public Accountant will be paid by the requesting party if there is no violation, or by the offending party if a violation is found to exist. In the event of a material violation, the violator shall pay a fine in the sum of \$5,000.00 for the first material violation and \$10,000.00 for each material violation thereafter in equal amounts to the CONTRACT CLEANERS BUILDING SERVICE EMPLOYEES' UNION, LOCAL NO. 50 HEALTH AND WELFARE and PENSION TRUST. In addition, the violator shall pay all back wages and benefits to the injured employees and increase the wages and benefits to the level specified in sub-paragraph (c) of Section 20.02 above.

(b) All minor violations will be corrected without a fine.

(c) Further, the violator agrees to pay all reasonable attorney's fees and Court costs incurred in enforcement of these provisions.

ARTICLE 21 - SAFETY

Section 21.01 The Employer shall make every effort to make the work equipment safe and accident free.

Section 21.02 In the case of a reasonable cause to believe an employee might be intoxicated or be using a controlled substance, or in the case of an industrial accident that requires medical treatment, excluding routine first aid, an employee will be tested. Any employee who refuses to submit to such test will be discharged. Any employee submitting to a test will be allowed to present a list of prescription or non-prescription drugs to the testing facility and those will be considered in making an evaluation of the test results. Any employee whose drug test is positive will be given the option of being placed upon an unpaid leave of absence for the purpose of enrolling and successfully completing a drug rehabilitation program. Upon written certification within six (6) months that the individual has successfully completed such a program, they will be reinstated, without pay but without loss of seniority, provided that pursuant to the customer's drug policy, the individual is eligible to work on the job for which he has seniority. For a period of one year following such reinstatement, the employee will be subjected to random testing. In the event the employee fails any subsequent random test, the employee will be discharged. Any employee who declines to enroll in such a program or, if enrolled, fails to successfully complete such a program will be discharged. The offer of rehabilitation is a one time opportunity only. If

any employee tested has a negative result, the individual will be returned to work without loss of pay or benefits. In making a determination of reasonable cause, such decision will only be made by the individual above the supervisor in the individual building. All testing will be done at Company expense and will be conducted in a qualified facility. A copy of the results will be given to the employee.

Section 21.03 The Employer and the Union shall meet periodically to discuss safety problems at times and places mutually agreeable. The Company will provide to the Union a list of all work sites which are applicable to compliance with the Blood Borne Pathogens Act.

ARTICLE 22 - PROBATIONARY PERIOD

Employees shall be classified as probationary employees during the first forty-five (45) calendar days of employment, and during said period may be discharged at the sole discretion of the Employer, with said discharge not being subject to the Grievance and Arbitration Procedures set forth in Article 19. When an employee completes the probationary period, said employee's seniority shall then be established dating back to the date of last hire. If such probationary period is interrupted by a leave of absence for any reason, the calculation of such 45 calendar day period shall be held in abeyance at the beginning of such leave and shall only resume upon the return to active employment.

ARTICLE 23 - JURY DUTY

The Company agrees that any full-time day employee regularly scheduled for forty (40) hours per workweek and who has at least eighteen (18) months of service as a full-time employee with the Employer who serves on a petit jury and who presents to the Company proper proof of the actual time that they serve on the jury, will be paid at their straight time hourly rate for those hours said employee would have worked but for the jury service, excluding any overtime hours. The Company shall make such payments up to a maximum of two (2) days during any eighteen (18) calendar months. To be eligible for payment, the employee must surrender to the Company, properly endorsed to the Company, the check received from the governmental authority for such jury service.

ARTICLE 24 - FUNERAL LEAVE

Upon presentation of proof of death satisfactory to the Company, the Employer will grant a three day unpaid leave in the case of the death of members of the employee's immediate family, which shall only include mother, father, spouse, brother, sister, children and grandparents. An employee with five (5) years of continuous service is eligible for one day of bereavement pay in the case of the death of members of the employee's immediate family, which shall only include mother, father, spouse, brother, sister, children and grandparents.

ARTICLE 25 - DURATION OF AGREEMENT

This Agreement shall take effect as of October 1, 2002, and shall continue in force and effect through December 31, 2006, and shall renew itself in all respects for yearly periods thereafter, except that either party hereto may request a modification or amendment of any or all provisions

of same by giving the other party a written notice of such intention, not more than ninety (90) days nor less than sixty (60) days prior to December 31, 2006, or any year thereafter.

[Faint signature]

[Faint signature]

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of New York, this _____ day of _____, 2006.

[Faint signature]

[Faint signature]

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LOCAL 50
SERVICE EMPLOYEES' INTERNATIONAL
UNION, AFL-CIO, CLC


Donald L. Rudd, President

12/20/02
Date

Members of
CONTRACT CLEANERS ASSOCIATION
ST. LOUIS


ABBCO Service Corporation

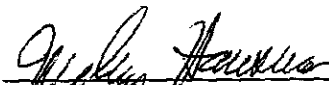
11-25-02
Date


BG Service Solutions

11-25-02
Date


Clean-Tech Company

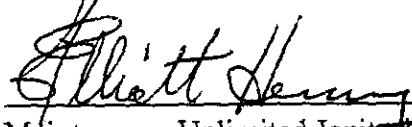
11/25/02
Date


Columbia Maintenance Company

11/25/02
Date


Onesource Facility Services, Inc.

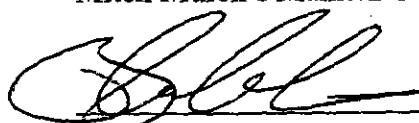
11-25-02
Date


Maintenance Unlimited Janitorial, Inc.

11/25/02
Date


Mitch Murch's Maintenance Mgt. Co.

11/22/02
Date


Building One Service Solutions

11-25-02
Date

ADDENDUM #2 - PENSION

Effective October 1, 2002, pension contributions will be 8¢ per production hour worked by employees covered by this Agreement. The employer shall contribute to Contract Cleaners Service Employees' Pension Trust, these specified amounts for all production hours worked by employees covered by this Agreement, which payment is to be made by the twentieth (20th) day of the month following the month contributions are earned.

The undersigned Employer hereby accepts and subscribes to the Agreement and Declaration of Trust made between the undersigned Local No. 50 and Contract Cleaners Association of Greater St. Louis, and agrees to be bound thereby and by any amendments made or to be made thereto by said parties and authorizes the said parties to name Trustees and Successor Trustees to administer the Pension Trust established by said Agreement and Declaration of Trust, and hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned, provided, however, that no amendment to said Agreement and Declaration of Trust shall bind the Employer for any financial obligation beyond that set out in the Collective Bargaining Agreement between Local No. 50 and said Employer at the time said Amendment is made.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Pension Fund. Said Pension Fund shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such Auditor's reports shall be available at all times to the Employer, participants and to the Officers of the Association, at the principal office of the Trust Fund.

CONTRACT CLEANERS ASSOCIATION

Steve R. Allen
Steve Allen, President

11/22/02
Date

**LOCAL NO. 50 SERVICE EMPLOYEES' INTERNATIONAL
UNION, AFL-CIO, CLC**

Donald L. Rudd
Donald L. Rudd, President

12/20/02
Date

DECLARATION OF DIGNITY

The parties to this Agreement mutually recognize that all employees, regardless of the work which they perform, must be treated with dignity. As adults, citizens or resident aliens of the United States and taxpayers of the United States and the states and cities in which they live and work, these individuals deserve to be treated with dignity, courtesy and respect.

Upon the execution of their 2002-2006 collective bargaining agreement, the members of the Contract Cleaners Association of St. Louis and Local 50, Service Employees' International Union, AFL-CIO-CLC, shall each instruct their officers, agents and employees, including management and supervisory individuals, to treat bargaining unit employees and members in accordance with the Declaration herein. Representatives of Local 50 and supervisors of the individual companies shall be subject to discipline as their employer may elect for any violations of the intent of this Declaration.

All business representatives and employees of Local 50 and all supervisors and management officials of the Employers shall treat each other with the courtesy and respect to which they are entitled.

This Declaration represents the solemn pledge of the companies signatory hereto and of the Union; while its provisions are not subject to the grievance and arbitration procedures of the collective bargaining agreement, the Union and each Company shall designate a representative to meet upon request to discuss and resolve problems so as to insure the meaning and intent of this Declaration are faithfully observed.

Signed this 22 day of November 2002.



FOR THE UNION



FOR THE ASSOCIATION

12/20/02

DATE

11/22/02

DATE

100-111111-1111-1111

THIS AGREEMENT is made this 1st day of October, 2002, between the
Contract Cleaners Association, a non-profit corporation, and
Local 50, Service Employees' International Union, AFL-CIO, CLC.
The purpose of this Agreement is to establish the terms and
conditions of employment for the employees of the Contract
Cleaners Association who are employed in the State of California.
The parties have agreed to the following terms and conditions:

AGREEMENT

"CONTRACT"

CONTRACT CLEANERS ASSOCIATION

AND

LOCAL 50

SERVICE EMPLOYEES' INTERNATIONAL UNION

AFL-CIO, CLC

OCTOBER 1, 2002

TO

DECEMBER 31, 2006

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A G R E E M E N T (CONTRACT "B")

THIS AGREEMENT made and entered into as of the 1st day of October 1, 2002, by and between CONTRACT CLEANERS ASSOCIATION OF ST. LOUIS, which includes the following:

- (a) ABBCO Service Corporation
- (b) BG Service Solutions
- (c) Clean Tech Company
- (d) Columbia Maintenance
- (e) Maintenance Unlimited Janitorial, Inc.
- (f) Mitch Murch's Maintenance Management Co.
- (g) Onesource Facility Services, Inc.
- (h) Building One Service Solutions

hereinafter referred to as the Employer, and/or the Company, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 50, AFL-CIO, CLC, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND IMPLEMENTATION

Section 1.01 Recognition and Bargaining Unit The Employer agrees to recognize the Union as the sole bargaining agent for the employees of the Employer engaged in the classifications set forth in Article 13 of this Agreement, in the Greater St. Louis Metropolitan area. Excluded are office clerical employees, sales personnel, supervisors and guards, as defined in the Act.

Section 1.02 Implementation It is agreed that the geographic area(s) subject to the terms and conditions of this Agreement shall be divided into relevant market zones in order to determine whether it is appropriate to apply the terms and conditions referred to in this Contract "B". Notwithstanding Section 1.01 above, this Contract "B" shall not become effective with respect to any employees in a particular market zone until the required square footage of leased commercial space in that zone is cleaned by employees working under the terms of an AFL-CIO union collective bargaining agreement that provides for wages and benefits equal to or greater than those provided by Contract "A".

Zone 1 has been established consisting of those buildings listed in Exhibit A to this Agreement. Zone 1 consists generally of buildings in excess of 70,000 square feet of leased commercial space located in the City of St. Louis and Clayton, Missouri. The list of buildings included in Exhibit A establishes the only buildings to be included in Zone 1 potentially subject to this Contract "B". No other buildings will be added to this Zone 1 list during the life of this Agreement except as provided herein regarding those buildings excluded from Exhibit A because they are currently cleaned by employees of the building owner or tenant under a collective bargaining agreement with economic terms equal to or greater than those provided in Contract A. The only two buildings subject to this exception are the AmerenUE headquarters and the St. Louis City Hall. In the event the cleaning for such a building, having at least 70,000 square feet of leased cleanable space currently cleaned by employees of the building owner or tenant, is

subject to a request for bid and the cleaning is awarded to an outside contractor under a collective bargaining agreement with economic terms that are equal to or greater than those provided in Contract A, then the building will be added to Exhibit A with the square footage included that was subject to the bid. Similarly, if the bid is awarded to an outside contractor whose employees do not perform this work under a collective bargaining agreement with economic terms that are equal to or greater than those provided in Contract A, then the building will be added to Exhibit A with the square footage included that was subject to the bid. However, if after the bid process is completed, the building continues to be cleaned by the employees of the tenant or owner under a collective bargaining agreement that provides for wages and benefits equal to or greater than those contained in Contract "A", the building shall still be excluded from the list contained in Exhibit A.

When eighty-five percent (85%) of the leased commercial square footage listed on Exhibit A is cleaned by employees working under the terms of an AFL-CIO union's collective bargaining agreement providing for wages and benefits equal to or greater than those provided by Contract A, then the terms and conditions of this Agreement designated Contract "B" shall become effective January 1 of the following year. To be included in the eighty-five percent (85%), each employer must also be bound under the terms of an AFL-CIO union's collective bargaining agreement providing for wages and benefits equal to or greater than those provided by this Contract B on or before the January 1 when this Contract B becomes effective and must be covered under such a labor agreement at all times during the twelve (12) months following the effective date of Contract B. Further, to be included in the eighty-five percent (85%), the persons actually performing the cleaning work must be employed by an employer bound to the contract as described above. Employers bound to such a contract who subcontract to employers not bound to such a contract shall not be included toward satisfying the eighty-five percent (85%) threshold.

Only work performed in those buildings included on Exhibit A shall be subject to the terms of Contract "B" for Zone 1. Similarly, only work performed in those buildings included in the calculation of the applicable percentage in any other zone(s) created by the Association and the Union shall be subject to the provisions of Contract "B". The terms of Contract "A" shall apply for work performed at all other job sites. In other words, all work at sites other than those included either on Exhibit A or included in any other such negotiated lists of buildings for future agreed zones, shall be governed exclusively by the terms of Contract "A".

Other Zones will be created as the Association and the Union deem appropriate and will be created only by agreement of the Association and the Union. The Association and the Union will negotiate the applicable wage rates for any other future Zone(s) the Parties create.

Disputes regarding the application of Contract "B" or the "Most Favored Nations" clause will be subject to the expedited grievance procedure set forth in Article 19, Section 19.05

ARTICLE 2 - PURPOSE OF AGREEMENT

Section 2.01 It is the intention of the parties that this Agreement will establish sound relations between the Employer and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Employer may mutually benefit; assure a full

day's work for a fair day's pay, and to facilitate peaceful adjustment of differences which may arise from time to time between the Employer and the Union, or between the Employer and any employees covered by this Agreement. This Agreement is intended to set forth all the rights of the Union and the employees and the Employer, all of which arise as a result of this Contract.

Section 2.02 It is recognized that the interests of the Employer and the interests of its employees are fundamentally the same, since the Employer must prosper if its employees are to prosper. This requires that both the Employer and the employees work together to the end that quality and costs of service will prove increasingly more attractive to the customers of the business, so that the business will be continuously successful. Accordingly, the Employer and the Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Employer, of obtaining fair treatment by supervisors for all employees of the Employer and improving efficiency and economies so that both may prosper.

Section 2.03 The parties recognize that the efficiency of any enterprise requires clear management authority and freedom to make decisions and to operate its business in an efficient manner. The Company retains, and it is recognized that the management of the Company, the control of its equipment and the maintenance of order at its work locations are solely the responsibility of management. (However, the Company will notify the Union of any transfer or change of location including name and number of employees affected by such change). It is hereby agreed that nothing in this Agreement shall limit the Company in the exercise of its functions of management, such as, but by no means wholly inclusive, the right to decide: the number, location and relocation of work stations; the merger, sale or termination of all or any part of its business; to alter, rearrange, combine, transfer, assign or cease any job, operation or service; the services to be rendered; the work to be subcontracted out or purchased; the schedules of operation; the use of equipment or materials; the customers to be served; the amount of supervision necessary; to relieve employees from duties and assignments because of the lack of work in accordance with Article 8; to combine and eliminate jobs; to set shift schedules and quantity of work; to establish and maintain job requirements and job contents and the standards of service. It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Company unless specifically contracted away by this Agreement and further that the enumeration of management's rights shall not be deemed to exclude any other management rights.

ARTICLE 3 – UNION SHOP AND HIRING

Section 3.01 The Employer shall at the time of hire inform each new employee who comes under the scope of this Agreement of the existence and terms of this Agreement.

Section 3.02 Further, the Employer shall at the time of hire, give each new employee a copy of the NOTICE TO NEW EMPLOYEES. The Union agrees to provide the Employer with copies of this notice.

Section 3.03 Neither the Company nor the Union will discriminate against any employee on the basis of race, color, sex, disability, religion or national origin or any other factor as and to the

extent prohibited by law. Any reference to either the male or female gender shall be understood to apply to both sexes where applicable.

Section 3.04 As a condition of continued employment, all employees included in the collective bargaining unit shall, prior to thirty-one (31) days after the start of their employment with the Employer, or the effective date of this Agreement, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee, as such may from time to time be established by the Union. The Union shall certify to the Employer the amount that constitutes periodic monthly dues or said service fee.

Section 3.05 Employees Hired After Agreement Becomes Effective. An employee whose employment commences after the time this Agreement becomes effective shall, not later than thirty-one (31) calendar days after the commencement of employment, if still employed, tender to the Union: (i) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union unless the employee has, at any previous time, tendered such amount to the Union; and (ii) an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union or a service fee. Thereafter, such an employee shall, not later than the fifteenth (15th) calendar day of each month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union or a service fee.

Section 3.06 Employees Holding Certain Religious Beliefs. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support this labor organization as a condition of employment, provided that it is understood that any such employee holding conscientious objections pursuant to this provision who requests this organization to use the grievance/arbitration procedures on his/her behalf, may be charged for the reasonable costs of using such procedure.

Section 3.07 Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit but must, in all cases, comply with Section 3.04 by tendering either the monthly dues or service fees, as appropriate. The Union recognizes, however, that it is required under the Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3.08 The Company through its agents will not discourage anyone from joining the Union and/or participating in the Union.

Section 3.09 The Company agrees to consider any applicant referred to it by the Union. The decision on hiring, however, remains the exclusive right of the Company.

Section 3.10 The Company agrees to collect back dues which are owing from employees, upon proper notification from the Union, by collecting up to one month of back dues at a rate not to exceed \$4.00 per month. If an employee is in arrears in excess of one month's dues, it shall be the responsibility of the Union to collect such sums. Provided that, in the event an employee owes back dues which were incurred while the employee was employed by the Company, the Company will collect all such back dues through payroll deduction at a rate not to exceed \$4.00 per month.

ARTICLE 4 - CHECKOFF

Section 4.01 The Employer agrees to a checkoff for the payment of Union dues and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorizations of such employees, and according to the method set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.

Section 4.02 The amount of dues to be deducted each month throughout the terms of this Agreement under the conditions outlined above shall be certified to the Employer by the Union simultaneously with the signing of this Agreement; provided, however, if the dues are increased or decreased in accordance with the Constitution and By-Laws of the Union during the life of this Agreement, the Union shall certify the changed amount of such dues, and thereafter the Employer shall deduct such newly certified amount of dues.

The Employer will remit to the Officer of the Union who has been certified to the Employer by the duly authorized Officers of the Union, the amount of monthly dues so collected.

Section 4.03 The regular monthly dues for regular employees shall be deducted in equal weekly or bi-weekly amounts, and such amounts shall be forwarded monthly to the Union.

Section 4.04 All sums deducted for dues shall be remitted to the Union not later than the twentieth (20th) day of the month after which such deductions are made.

Section 4.05 In the event that the Employer fails to deduct and remit the proper Union dues, or fails to comply with any of the terms of this Agreement, the Union may consider any such conduct on the part of the Employer a material breach of this Agreement.

Section 4.06 Notwithstanding Section 3.05 hereof, the initiation fee for all employees shall be deducted in installments over a six (6) month period beginning in the month following the 31st day of employment or the effective date of this contract, whichever is later.

Section 4.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action

taken or not taken by the Employer pursuant to any written or oral communication from the Union under the provisions of this Article.

Section 4.08 The Employer agrees to deducted such sums as are designated by written authorization to the COPE fund of the SEIU, provided that the amount designated is no less than Two Dollars per month. Employee authorizations for deductions shall be permitted in the month of January each year and shall not be revoked for a period of one year. All revocations shall be in writing.

ARTICLE 5 - DISMISSAL

Section 5.01 No employee shall be discharged from employment by the Employer for reason of his activity in the Union, or by his furnishing the Union or its members with any information regarding working conditions in or around his place of employment.

Section 5.02 The Employer agrees that no non-probationary employee shall be disciplined without just cause, with the reason for such discipline given to the employee immediately upon such discipline. Upon request, either the employee or the Union will be given written notice of discharge or suspension at the time it is given or such notice will be mailed to their last known address. Should the employee wish to contest discipline of any kind, written notice thereof shall be given to the Employer and Union within seven (7) calendar days, in which event the issue shall thereafter be submitted, to and determined, under the grievance procedure. In the event the notice of discipline is mailed, the employee shall have seven (7) days in which to file a grievance from the date of receipt or attempt to deliver. The mailing shall be by certified mail, return receipt requested.

Section 5.03 The Employer shall make available at its place of business all monies due no later than the next regularly scheduled payday for the workweek in which the dismissal takes place; where practical, a check will be prepared earlier than such date and sent to the employee at his/her last known address. No vacation pay, in any event, shall be paid to any employee who is dismissed for cause. Any regular employee who is off work on a workers' compensation injury shall not receive vacation credits.

ARTICLE 6 - SHOP STEWARD

Section 6.01 The Employer agrees to recognize Shop Stewards designated by the Union, which number shall not exceed one per shift at any job location.

Section 6.02 Employees, during a conference where disciplinary action is to be taken or where an employee is questioned on a matter that may lead to any disciplinary action may, upon request, have a Union member available in such conference, provided another employee is available and provided his or her presence will not interfere with operations. The Company will make every attempt to utilize the shop steward for this purpose provided he/she is available and his or her presence will not interfere with operations. If no Union employee is available, the disciplinary action shall be reduced to writing and a copy given to the employee or mailed within a twenty-four (24) hour period, except for terminations and suspensions, which notice must be

given to the employee by the end of the shift if a supervisor is present, or if not, mailed or given to the employee on the next business day.

Section 6.03 The Union shall provide copies of the contract to each employee.

Section 6.04 Shop Stewards and other Union officials shall have access to any facility at which members of the bargaining unit are employed. The steward or other Union officials shall notify an Employer official as soon as possible before he/she enters upon the facility. This paragraph is subject to the rules and regulations of the premises and shall in no case interfere with or interrupt operations. Advance permission of the contractors shall also be obtained. The Employer will make a reasonable effort to secure Union access to the premises. The Employer's permission will not unreasonably be withheld.

ARTICLE 7 - PROTECTION OF RIGHTS

Section 7.01 It shall not be a violation of this Agreement, and it shall not be the cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union, which is a party of this Agreement, and including primary picket lines at the Employer's places of business.

Section 7.02 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE 8 - SENIORITY

Section 8.01 Employees shall accrue seniority on each job or customer. In case of layoffs due to losing a customer or job, the last employee hired shall be the first laid off. Employees shall retain their recall rights for a period of up to ninety (90) days from their layoff, and when jobs come open on other customers they will be given preference in rehiring. If an employee is called back to work and refuses to report, he loses his seniority. While seniority is by job location, if a contract is lost and an employee has more than two (2) years of actual service with the Company, he or she will be allowed to displace the junior employee who is then at his or her current rate of pay and who has less service at another location designated by the Company. ~~If no opening exists,~~ ^{OR} The Employer will be allowed thirty (30) work days to find another position, if available, for the employee from date of loss of contract. If no such junior individual at another location at the person's current rate of pay is available, the employee may displace the junior person at the rate most comparable to employee's wage rate at a site designated by the Company within thirty (30) days of the loss of the job. If wages and benefits are reduced, the Company will make every effort to restore the person to a job having his former, higher wages and benefits as soon as practical. In no event will an employee's wage be reduced more than the differential between the locations involved.

Section 8.02 Extra employees shall acquire seniority and shall be put on regular, when regular jobs are open by the same process. Employees shall have the right to request transfers to other jobs, when and if openings are available. The parties recognize that customer demands might dictate that an employee be moved from a particular job. When so required by a customer, an employee will be offered a position consistent with his or her seniority at some other location. When a customer requests removal of an employee, the Company shall make a written request that the customer confirm its request in writing. The Company will provide the Union with a copy of its written request to the customer. If the Company obtains written confirmation of the customer's request, the Company shall provide a copy of the customer's request to the Union. If transferred, every effort will be made not to reduce the employee's hours or hourly rate. This does not restrict the Company's right to discharge for just cause, however.

Section 8.03 In the event the Employer desires to layoff any employee or employees for reasons such as the loss of a job or portion of a job, the Union agrees to meet with the Employer and discuss the proposed layoff in good faith. Employees on layoff and regular part-time and extra employees shall receive preference over all new-hires.

Section 8.04 Seniority of an employee shall be broken or terminated when he or she:

- (a) Quits.
- (b) Retires, or any other legitimate reason.
- (c) Is discharged.
- (d) Is absent from work for a period of one (1) working day without notifying the Company unless excused by the Company for extenuating circumstances beyond the employee's control. An employee's seniority will not terminate if the Company rehires the employee within thirty (30) days after the employee's discharge because of no call no show.
- (e) Fails to report for work at the close of his leave of absence.
- (f) Fails, following layoff, to return to work within three (3) working days following receipt of notice of recall from layoff by telephone or notice sent to his last known address, unless excused by the Company for extenuating circumstances beyond the employee's control.
- (g) Has been on layoff for a period of more than ninety (90) days, provided that during that period he shall notify the Company and the Union, in writing, certified mail, return receipt requested, of his then current address and telephone number and of his desire to remain on the seniority list at the end of two (2) weeks after layoff and again the end of each subsequent four (4) week period.
- (h) Gives misleading, erroneous, and/or false statements in seeking employment with the Company, or on insurance claims, or fails through omission to furnish material background facts as sought on application or insurance forms in connection with employment. There shall be no time limit on such items.

(i) Accepts new employment with some other Employer while on a medical leave of absence.

Section 8.05 All employees who have been hired as part-time employees and are regularly scheduled to work less than thirty-two (32) hours a week, are part-time employees for the purposes of this Agreement.

Section 8.06 Contract "B" Transfers – Employees employed under the terms of this Contract A who request in writing, by personally registering at the Company office, to be transferred to a building subject to the terms of Contract "B" shall be awarded openings by seniority among those employees having made requests, provided that openings in buildings serviced by the Company for less than a year shall not be subject to transfer by seniority but shall be filled at the discretion of the Company.

ARTICLE 9 – LEAVE OF ABSENCE

Section 9.01 Any employee who has completed three (3) months of consecutive employment and is in good standing with the Union shall be granted a leave of absence for bona fide illness, accident, injury or any other bona fide reason acceptable to the Employer, and shall be restored to his regular job classification upon presentation of a doctor's certificate that he is able to return to work. Leaves of absence are not to exceed twelve (12) weeks, unless mutually agreed to between Employer and employee. Leaves of absence in cases of pregnancy shall be consistent with applicable law.

Section 9.02 Military Leave: For the protection of the rights and privileges of all men and women who have served in the Armed Forces of the United States, both parties hereto agree to observe the provisions and spirit of the section of the Selective Training and Service Act (Title 50, Appendix 308, U.S. Code Annotated) which provides for the reemployment of Veterans.

Section 9.03 Requests for leaves, and approval or rejection, shall be in writing.

Section 9.04 In the event federal and/or state law mandates parental leave for the employees of the Employer, such terms will be incorporated herein.

Section 9.05 Upon the Union's written request, the Company will release one person for every seventy-five (75) persons employed by the Company under the terms of the Agreement for a period of five (5) days each year without pay.

ARTICLE 10 – SAVINGS CLAUSE

Section 10.01 If any provision of this contract or the application of such provision to any person or circumstance shall be ruled an unfair labor practice, or in any other way contrary to law by Federal or State Court or duly authorized agency, the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

**ARTICLE 11 – HOURS OF OVERTIME AND MAINTENANCE OF WORKING
CONDITIONS**

Section 11.01 Forty (40) hours shall constitute a week's work. Time and one-half (1-½) shall be paid for all time worked in excess of forty (40) hours per week. Holidays, whether worked or not, shall be counted as time worked for overtime purposes.

Section 11.02 Maintenance of Hours: If hours are cut by the Company, an explanation for that move will be given to the employees affected thereby; however, hours will not be cut for arbitrary reasons. The Company will give preference for full-time positions to its then current part-time employees prior to hiring from the outside. Such current part time employees shall, however, first advise the Company in writing of a desire for full time employment. Seniority of employees will be considered, but the Company will not be obligated thereby.

Section 11.03 Occasional extra work in each building shall be rotated when possible, so that every employee receives a fair share. On daily assignments beyond the normal shift, as much notice as possible will be given, but not less than one (1) hour except in emergencies or extenuating circumstances.

Section 11.04 Upon execution of this Agreement and upon request up to twice each calendar year thereafter, each contractor will provide a list of its buildings cleaned, the names of employees employed at such locations, the employees' wages and addresses and, for each building, the hours employees are normally present. Such information is subject to the confidentiality provisions of this Section. Upon receipt of such information, the Union will keep such information confidential and will not provide such information to anyone other than Union officials who are full time employees of Local 50. That individual, in turn, will not provide the information to others.

ARTICLE 12 – WORKING CONDITIONS AND JOB EXPENSE

Section 12.01 The Employer agrees to carry Workmen's Compensation Insurance on each employee coming under the terms and provisions of this Agreement.

Section 12.02 The Employer agrees to provide proper safety appliances and equipment to safeguard the Health and Safety of all employees, and to observe all State and Federal Laws regarding working conditions.

Section 12.03 Where employees are required to wear uniforms, the Employer shall furnish same, however, the requirement of matching shirt and pants will not be considered as a uniform.

Section 12.04 Workmen's Compensation Insurance: The Employer is required to submit to the Union, a Certificate of Workmen's Compensation Insurance as proof that the Employer has complied with Section 12.01 of this Agreement.

ARTICLE 13 - JOB DESCRIPTIONS

Section 13.01 Janitors-Cleaners: Anyone engaged in washing, cleaning, scrubbing, rinsing, waxing, buffing, dusting, sweeping, vacuuming, polishing, disinfecting, wiping, mopping, scraping, spraying, scouring, restrooms, halls, floors, offices, etc., or moving furniture, supplies, replacing burned out lights and starters, removing trash, supplying toilet rooms, operating elevators, loading and unloading trucks, gardening, complete wall, ceiling, light, venetian blind washing and moving furniture, assisting maintenance person, shall be considered in the above classification.

Section 13.02 Mechanical Maintenance No. 1: Anyone whose ability and qualifications are such that they are capable of managing and effectively operating a building and making any and all repairs of electric equipment and 440 volt, elevators, air conditioning, and other sophisticated areas of mechanical maintenance that may arise in day-to-day operations.

Section 13.03 Mechanical Maintenance No. 2: Anyone whose duties shall consist of minor carpentry, plumbing, painting, electrical work, replace a door lock, replace broken glass to the physical structure of the building, or to do other similar or related work, and who may be called upon to make repairs to the mechanical equipment usually found in office buildings, and who shall grease, oil, change air filters needed to air condition or heat the building.

Section 13.04 Emergencies: During emergencies, all employees are expected to perform the natural duties of the above job description, including snow removal.

Section 13.05 Mechanical Maintenance Technician: Anyone whose job duties require and qualifications include a two (2) year graduate from Rankin Trade School or an equivalent commercial course of study, in addition to the Mechanical Maintenance No. 1 Job Description.

ARTICLE 14 - WAGES

Section 14.01 "Wages" as that term is used throughout this contract, shall mean and be defined as the minimum hourly wage rate. Any employee employed on July 1, 2002, if also continuously employed through and including January 1, 2003, shall receive a wage increase of 50¢ per hour effective January 1, 2003; any employee employed on July 1, 2003, if also continuously employed through and including January 1, 2004, shall receive a wage increase of 40¢ per hour effective January 1, 2004; any employee employed on July 1, 2004, if also continuously employed through and including January 1, 2005, shall receive a wage increase of 40¢ per hour effective January 1, 2005; any employee employed on July 1, 2005, if also continuously employed through and including January 1, 2006, shall receive a wage increase of 40¢ per hour effective January 1, 2006.

Effective October 1, 2002, the minimum wage rate for new employees shall be:

<u>Effective Date</u>	<u>Minimum Rate</u>
10/1/02	\$6.25
1/1/03	\$6.50
1/1/04	\$6.75
1/1/05	\$7.00
1/1/06	\$7.25

As in the past, the Company may continue its practices of paying certain employees above the rates specified herein and of hiring new employees at rates in excess of the minimum specified herein.

Journeyman Wage Rate: Effective as of January 1, 2003, any employee who has reached, or thereafter reaches, his/her second anniversary of continuous employment shall be classified as a journeyman and upon such second anniversary, shall receive not less than the minimum hourly wage rate as follows:

<u>Effective date</u>	<u>Minimum Rate</u>
1-1-03	\$ 7.25
1-1-04	\$ 7.75
1-1-05	\$8.25
1-1-06	\$8.75

Section 14.02 Employees required to work as Lead persons shall receive fifteen cents (15¢) per hour over the above rates for such work as applied to each classification. A Lead person shall serve, act and be removed from the position of lead person without cause at the sole discretion of the Employer. It is agreed that a Lead person shall be used on jobs having more than five (5) employees, unless a resident supervisor is on the job, in which case a Lead person will not be required.

Section 14.03 Payday: Employee's paychecks will be available every other Friday at the individual job sites. Prior to said payday, an employee may request that his or her check be left at the Company office where it will be available for pick up after 1 p.m. on payday. Employees who do not pick up their checks shall have their paychecks mailed immediately following the Friday distribution of checks to their last known address registered with the Employer. If an employee regularly picks up his/her check at the Company office, advanced written notice of such intent must be provided in writing. One day advanced oral notice by phone may be given to the Company office in the case of an occasional emergency.

Section 14.04 When employees are regularly required to work combination jobs they shall receive the rate of pay applicable to the job classification in which they work the majority of their time during that day.

Section 14.05 Payment for Travel:

- (a) Any employee who is required to move from work site to work site in the course of performing his work assignments shall be paid for all time spent in traveling between such locations. Employers have the right to set the amount of travel time to be paid.
- (b) Travel time, as defined in paragraph (a) of this Section, shall be counted as time worked for the purposes of computing the total daily and weekly hours worked and any overtime premium, where applicable.

Section 14.06 Payment For Use Of Employee's Own Vehicle: Any employee who is required by the Employer to furnish his own vehicle to carry equipment or supplies between customer locations shall be reimbursed for the use of his vehicle at the rate of twenty-seven cents (27¢) per mile, with mileage between jobs to be determined by the Employer. All mileage payments to reimburse employees for using the Employee's vehicle shall be paid by separate check.

(a) The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank.

(b) The Union shall have the right to request a Certified Public Accountant to determine whether or not the proper dues, pension and welfare payments have been made to the Union or appropriate trust. Payment of such audit will be borne by the Union or appropriate trust. Audit procedures format to be as prescribed by the International Foundation of Employee Benefit Plans. Within sixty (60) days of the execution by all parties of this collective bargaining agreement, the Contract Cleaners Association of St. Louis shall advise the Union of the names of five (5) Certified Public Accounting firms which are acceptable to it. For purposes of an audit or inspection of records, the Union shall have the right to select any one accounting firm from said list of the Union's own choosing.

In the event the results of such inspection or audit revealed that the Employer has violated any terms or conditions of this Article, the Employer shall be liable for the cost not to exceed fifteen percent (15%) of the obligation or liability. Nothing in this Section shall limit the remedies available under 29 U.S.C. §1145.

Section 14.07 When the customer so requires in its written contract with the Company, employees shall be required to wear safety shoes. The Company will reimburse such employees for the cost thereof up to \$25 per year on the employee's first anniversary and each anniversary thereafter provided satisfactory proof of purchase is provided to the Company.

Section 14.08 As a condition of employment or continued employment, all employees will be required to sign an agreement granting the Company the absolute right to set off against the unpaid wages of such employee any valid debt, charge, costs or other expense which the Company shall have incurred by reasons of the employee's acts or failure to act regarding the return of Company property such as keys, papers, uniforms and other similar items. The employee must acknowledge in such agreement that he/she understands and agrees that the absolute right granted to the Company so to set off is contractual and is intended to reimburse the

Company for the losses it may incur for the kinds of items noted herein. Prior to exercising its right to set off, the Company must inform the employee in writing as to the nature of the expense, the employee's act which resulted in the expense, the amount claimed by the Company, and the amount per pay period which the Company intends to deduct.

ARTICLE 15 -- JOB TRAINING

Section 15.01 The Employer, in addition to individual job training, may designate a particular area in a building to be designated as a job training area, wherein new employees shall be trained for Janitor Cleaning work, and said employees performing services in said designated training area may be transferred in and out at the sole discretion of the Employer during the training period. The employees and the Union will be informed of the location of the job training area. This Section will not be used to subvert other provisions of this Agreement

ARTICLE 16 -- HOLIDAYS

Section 16.01 Regularly scheduled employees shall not be required to work, but shall be paid a straight time hourly rate of pay at their fixed number of hours normally worked per day for the following holidays, regardless of the day of the week upon which the holiday falls:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Should the customer observe any other regularly scheduled work day as a holiday in addition to those listed above, the employees of the contractor at that location will also celebrate such day as a holiday; payment for such day will be at the discretion of the customer, and the Employer will not be obligated to issue holiday pay. If, however, an employee requests to work, work will be provided to that individual. If the Union requests proof from the building management that the holiday is not paid, such documentation will be obtained by the contractor. The employee will not be required to travel within the city limits of St. Louis at any distance greater than five (5) miles. Elsewhere, the employee will not be required to travel any unreasonable distance from where he/she normally works. Work will be provided in the employee's normal job classification.

Employees working in multi-tenant buildings shall not observe customer holidays unless all tenants of said building celebrate a particular holiday.

Where the Martin Luther King Birthday holiday is observed, employees at that location shall receive the day off with pay. On accounts of ten (10) employees or more when the MLK Holiday is not observed and where employees make an advanced three (3) work day written request, up to a maximum of ten percent (10%) of employees on each job shall be permitted off without pay on the Martin Luther King Birthday holiday. Selection shall be by seniority.

The term holiday as used in the second and third paragraphs of this Section 16.01 shall be limited to those holidays, commonly observed as Federal or State holidays, and which are so observed by the customer. The term holiday does not, therefore, include days of shutdown by the customer such as plant shutdown or school shutdown for vacation or any other reason if the days of shutdown are not days commonly celebrated as Federal or State holidays.

Section 16.02 In order to qualify for straight time pay for holidays not worked, it is agreed that employees must work the regularly scheduled workday which immediately precedes and follows the holiday, except in cases of proven illness documented by a physician's statement that the employee was personally seen by the physician and that the individual was unable to perform his or her regular job duties, or unless the absence is mutually agreed to in writing, and all employees must be employed for at least sixty (60) days to be eligible.

Section 16.03 Employees eligible for holiday pay, and who are called to work on any of the above listed holidays, shall receive time and one-half (1-1/2) for all such hours worked, in addition to holiday pay.

Section 16.04 The Employer shall not substitute an additional day off for any holiday where the intent or effect is to avoid paying any employee at the premium rate for all hours worked on a holiday.

Section 16.05 Holidays, whether worked or not, shall be counted as time worked for overtime purposes.

ARTICLE 17 - VACATIONS

Section 17.01 Regularly scheduled employees who work a fixed number of hours, and have been continuously on the payroll of the Employer shall receive upon the anniversary date of their last employment, the following amount of vacation with pay:

- One (1) Week after one (1) year
- Two (2) Weeks after two (2) years
- Three (3) Weeks after ten (10) years

Section 17.02 Employees entitled to vacation pay will be paid on the pay period following their anniversary date. It is agreed that employees will notify the Employer of their intention to take vacation two (2) weeks in advance.

Section 17.03 Pay for such vacation shall be paid for the average number of hours worked per week for the previous twelve (12) months. No deduction for sporadic absences will be made, which for vacation purposes only is defined as five (5) days or less per year.

Section 17.04 In the event a holiday falls within an employee's vacation period, he shall be granted an additional day with pay, or an additional day of vacation.

Section 17.05 If an employee has earned and is eligible for vacation under this clause and voluntarily quits, he shall be paid his vacation pay. Conversely, if an employee terminates his employment for any reason, including quits or discharge before he has become eligible for his vacation pay, he shall not be entitled to vacation pay. If an employee with five (5) or more years of service with a particular contractor voluntarily terminates his or her employment, that individual will receive pro rata vacation.

Section 17.06 Employees terminated because of the cancellation of a contract by any customer shall receive as severance pay, the amount of accrued vacation due them, unless said employee is assigned to another job within thirty (30) days. Employees shall be given this severance pay regardless of when their anniversary date falls, provided the employees have completed six (6) months service.

ARTICLE 18 – CONTRIBUTIONS TO ERINGE BENEFIT TRUSTS

Section 18.01 Employer contributions to the Contract Cleaners Building Service Employees' Welfare Trust and to Contract Cleaners Service Employees' Pension Trust, as described in the Addenda to this Agreement shall be made to the place and in the manner specified by the Trustees of the respective Trust, and the Employer shall, in making such contributions, complete such reporting forms relating to contributions as shall be furnished to them by the respective trust provided such forms and/or data can reasonably be provided by the Employer without inconvenience or economic cost to the Employer's or Trust's operations. The Employer and Trust agree to fully cooperate to insure that the transfer of data occurs efficiently.

Section 18.02 Fringe Benefits Under Trust Agreements: The Trustees of the respective Trust Funds shall cooperate so as to maximize the benefits under the said Trusts, consistent with the amounts of money paid into the said Trusts. If laws governing Trust Agreements change, then the Trust and this Agreement shall be amended to coincide with the law.

Section 18.03 Notwithstanding any other provision of this contract, or its Addenda, contribution for employees to the Contract Cleaners Building Service Employees' Welfare Trust shall not be made for any employee during the first three (3) calendar months of that individual's employment. Contributions for hours worked shall begin for the first working day after the employee has successfully completed three (3) calendar months of employment.

ARTICLE 19 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 19.01 For purposes of this Agreement, a grievance is defined as an employee or Union's dispute, claim or complaint involving the interpretation or application of the provisions of this Agreement. In the event of such a dispute, as defined above, representatives of the Employer and the Union shall make an honest and sincere effort to adjust the same in an amicable manner. In the event, however, of the inability of the Employer and the Union to reach an agreement on the issue in dispute, the question may, at the option of the Union, be submitted for arbitration, provided with the following procedure:

FIRST STEP: Grievances shall be presented by the complaining employees or Union in writing, to his immediate supervisor within seven (7) days after the occurrence of the event giving rise to such grievance. Unless an employee presents his grievance initially to his supervisor as herein provided, such grievance shall not be considered at any subsequent step in this procedure. However, if no disposition of the grievance is obtained within seven (7) days after its first presentation to this step, it may be taken up at the next step.

SECOND STEP: If not settled in the manner set out in the First Step, the grievance shall be mailed to the Company representative within ten (10) days. Upon receipt of the grievance the Company representative will contact the Union business representative and schedule a meeting. The meeting will be held promptly. When a grievance meeting has been scheduled, the employee filing the grievance and the Union representative must attend the scheduled meeting together, and arrive on time. If either the employee and/or the Union representative is absent, without prior notification to the Company representative, the grievance will be considered dropped. If the employee or Union representative is more than 30 minutes late to a scheduled meeting, without notifying the Company representative, the grievance will be considered dropped. This provision shall not apply in the case of extraordinary circumstances.

THIRD STEP: If a grievance is not settled within seven (7) business days after presentation at the last step, the Union may request arbitration of the grievance by sending the other party written notice of its desire to arbitrate the grievance. Such notice shall be given within thirty (30) days after presentation of the grievance in step 2.

If the Union requests arbitration, the parties shall promptly attempt to select an Arbitrator by mutual agreement. If the parties are unable to agree upon an Arbitrator, they shall apply jointly to the Federal Mediation and Conciliation Service, who shall furnish a list of Arbitrators, all of whom must be members of the National Academy of Arbitrators, from which the parties shall select one (1) by alternately striking off the others; the party seeking arbitration striking first. In any event, the Arbitrator must be selected within forty-five (45) days of the notice of desire to arbitrate. Panels will consist of nine (9) individuals; either party may request a second panel.

Section 19.02 No Arbitrator shall go beyond the interpretation and/or application of this Agreement or the obligation of the parties under this Agreement. It shall in no way be construed that the Arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. Issues not directly involved in the case under submission shall not be decided by the Arbitrator and no Arbitrator shall have the power to modify, change or interpret any wage rate. The fee and all expenses incurred by the Arbitrator and whatever other expenses involved in the arbitration hearing, shall be assumed by the losing party. No arbitrator shall consider more than one grievance at any one hearing, unless the parties mutually agree.

Section 19.03 It is agreed that there shall be no picketing, sympathy strikes, strikes, or any other activity which interferes with the Company's operations during the life of this Agreement. Further no officer or official of the Union, or any of its locals, shall assist or encourage any picketing, handbilling, supporting strikes, strikes, sympathy strikes, sit-downs, slow-downs, work stoppages or any other activity which interferes with the Company's operations.

Section 19.04 Above and beyond the grievance procedure specified herein, the parties, at times and places mutually agreeable, shall meet periodically to discuss matters of mutual concern.

Section 19.05 Expedited Dispute Resolution Concerning Application Of Section 1.02 In case of a dispute concerning Section 1.02 of this Contract "B", the Parties agree to an expedited grievance/dispute resolution procedure. The Union may file a written grievance concerning a dispute about the interpretation or application of the provisions of Section 1.02 of this Contract "B". If the grievance is not settled within seven (7) business days after written presentation, the Union may request arbitration of the grievance by sending the President of the Contract Cleaners Association written notice of the Union's desire to arbitrate the grievance. This notice shall be given within fourteen (14) days after presentation of the written grievance to the Association.

If the Union requests arbitration, the parties shall promptly attempt to select an Arbitrator by mutual agreement. If the parties are unable to agree upon an Arbitrator, they shall apply jointly to the Federal Mediation and Conciliation Service, who shall furnish a list of Arbitrators on an expedited basis, all of whom must be members of the National Academy of Arbitrators, from which the parties shall select one (1) arbitrator by alternately striking off the others, the party seeking arbitration striking first. In any event, the Arbitrator must be selected within thirty (30) days of the notice of desire to arbitrate. FMCS panels will consist of nine (9) individuals; either party may request a second panel.

ARTICLE 20 MISCELLANEOUS

Section 20.01 Wages and Benefits – Most Favored Nations Clause: Nothing contained herein shall require the Employer to pay any employee a higher rate of pay, a higher Health and Welfare or Pension contribution, or a higher holiday or vacation benefit than that required by any other collective bargaining contract entered into by the Union with any other Contractor competitive with this Employer for the same classification of employment for the same period of time. To the extent that any such other collective bargaining contract provides lower wages, pension or welfare contributions, holiday or vacation benefits, than those provided hereunder, the provisions thereof shall be called to the attention of the Union and this Agreement will be amended immediately to so provide.

In addition to the rights and privileges stated in the preceding paragraph, in any bona fide instance where any company signatory to this Agreement submits a bid to perform unit work against a contractor not a party to a collective bargaining Agreement with the union which would cover the work in question, it is agreed that the fringe benefit provisions (including vacation, holiday, health and welfare and pension provisions of this Agreement) may be waived with respect to such bid and the contractor will not be required to pay the fringe benefits called for in this Agreement to such employees for a period of one year. After one year at such reduced benefit levels, all employees on such job shall then be subject to the fringe benefit provisions of this Agreement and shall then receive the contractual benefits to which his/her individual date of service then entitles such individual. There shall, however, be no retroactivity with regard to any benefit suspended during the year of reduction and any determination concerning reduction of fringe benefits made pursuant to this paragraph by any Employer shall not be subject to the grievance and arbitration procedures.

Section 20.02 Change in Contractor: Whenever an Employer subject to this Agreement acquires or takes over existing work previously serviced by another (Contractor) subject to this collective bargaining agreement with the Union, the acquiring Employer agrees:

- (a) That all terms and conditions of this Agreement shall continue to be honored and applied at such new job; and
- (b) All employees shall enjoy the same wages and other benefits as specified in Article 14 of this Agreement as were enjoyed by the former Employer's/Employers' employees for the twelve (12) months immediately prior to such acquisition, at that particular job location;
- (c) The acquiring Employer cannot use a greater percentage of new (as defined in Section 14.01) hours in each job classification used by the former Employer/Employers during the preceding twelve (12) months of that particular job location;
- (d) The former Employer/Employers shall upon request by the Union supply the Union with the above information and the Union will inform the acquiring Contractor within seven (7) days.

Section 20.03 The Union shall enforce the above Section 20.02 provision by:

(a) Selecting upon request within seven (7) days, an independent Certified Public Accountant from among the following: Arthur Andersen & Company, KPMG Peat Marwick, Price Waterhouse & Company, or Ernst & Young, who will act promptly to inspect the books and records of the alleged violator which are necessary to determine if a violation exists. The alleged violator agrees to allow the Certified Public Accountant to inspect the necessary books and records. The fee of the Certified Public Accountant will be paid by the requesting party if there is no violation; or by the offending party if a violation is found to exist. In the event of a material violation, the violator shall pay a fine in the sum of \$5,000.00 for the first material violation and \$10,000.00 for each material violation thereafter in equal amounts to the CONTRACT CLEANERS BUILDING SERVICE EMPLOYEES' UNION, LOCAL NO. 50 HEALTH AND WELFARE and PENSION TRUST. In addition, the violator shall pay all back wages and benefits to the injured employees and increase the wages and benefits to the level specified in sub-paragraph (c) of Section 20.02 above.

(b) All minor violations will be corrected without a fine.

(c) Further, the violator agrees to pay all reasonable attorney's fees and Court costs incurred in enforcement of these provisions.

ARTICLE 21 – SAFETY

Section 21.01 The Employer shall make every effort to make the work equipment safe and accident free.

Section 21.02 In the case of a reasonable cause to believe an employee might be intoxicated or be using a controlled substance, or in the case of an industrial accident that requires medical treatment, excluding routine first aid, an employee will be tested. Any employee who refuses to submit to such test will be discharged. Any employee submitting to a test will be allowed to present a list of prescription or non-prescription drugs to the testing facility and those will be considered in making an evaluation of the test results. Any employee whose drug test is positive will be given the option of being placed upon an unpaid leave of absence for the purpose of enrolling and successfully completing a drug rehabilitation program. Upon written certification within six (6) months that the individual has successfully completed such a program, they will be reinstated, without pay but without loss of seniority, provided that pursuant to the customer's drug policy, the individual is eligible to work on the job for which he has seniority. For a period of one year following such reinstatement, the employee will be subjected to random testing. In the event the employee fails any subsequent random test, the employee will be discharged. Any employee who declines to enroll in such a program or, if enrolled, fails to successfully complete such a program will be discharged. The offer of rehabilitation is a one time opportunity only. If any employee tested has a negative result, the individual will be returned to work without loss of pay or benefits. In making a determination of reasonable cause, such decision will only be made by the individual above the supervisor in the individual building. All testing will be done at Company expense and will be conducted in a qualified facility. A copy of the results will be given to the employee.

Section 21.03 The Employer and the Union shall meet periodically to discuss safety problems at times and places mutually agreeable. The Company will provide to the Union a list of all work sites which are applicable to compliance with the Blood Borne Pathogens Act.

ARTICLE 22 – PROBATIONARY PERIOD

Employees shall be classified as probationary employees during the first forty-five (45) calendar days of employment, and during said period may be discharged at the sole discretion of the Employer, with said discharge not being subject to the Grievance and Arbitration Procedures set forth in Article 19. When an employee completes the probationary period said employee's seniority shall then be established dating back to the date of last hire. If such probationary period is interrupted by a leave of absence for any reason, the calculation of such 45 calendar day period shall be held in abeyance at the beginning of such leave and shall only resume upon the return to active employment.

ARTICLE 23 – JURY DUTY

The Company agrees that any full-time day employee regularly scheduled for forty (40) hours per workweek and who has at least eighteen (18) months of service as a full-time employee with the Employer who serves on a petit jury and who presents to the Company proper proof of the actual time that they serve on the jury, will be paid at their straight time hourly rate for those hours said employee would have worked but for the jury service, excluding any overtime hours. The Company shall make such payments up to a maximum of two (2) days during any eighteen (18) calendar months. To be eligible for payment, the employee must surrender to the Company,

properly endorsed to the Company, the check received from the governmental authority for such jury service.

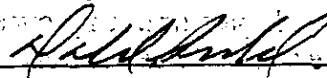
ARTICLE 24 -- FUNERAL LEAVE

Upon presentation of proof of death satisfactory to the Company, the Employer will grant a three day unpaid leave in the case of the death of members of the employee's immediate family, which shall only include mother, father, spouse, brother, sister, children and grandparents. An employee with one (1) years of continuous service is eligible for one day of bereavement pay in the case of the death of members of the employee's immediate family, which shall only include mother, father, spouse, brother, sister, children and grandparents.


ARTICLE 25 -- DURATION OF AGREEMENT


This Agreement shall take effect as of October 1, 2002, and shall continue in force and effect through December 31, 2006, and shall renew itself in all respects for yearly periods thereafter, except that either party hereto may request a modification or amendment of any or all provisions of same by giving the other party a written notice of such intention, not more than ninety (90) days nor less than sixty (60) days prior to December 31, 2006, or any year thereafter.

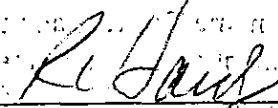
LOCAL 50
SERVICE EMPLOYEES' INTERNATIONAL
UNION, AFL-CIO, CLC

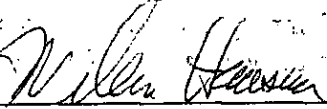
 12/20/02
Donald L. Rudd, President Date

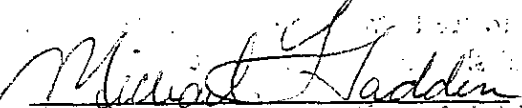
Members of
CONTRACT CLEANERS ASSOCIATION
ST. LOUIS

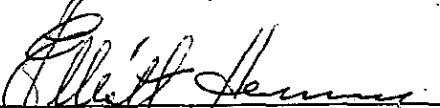
 11-25-02
ABBCO Service Corporation Date


 11-25-02
BG Service Solutions Date

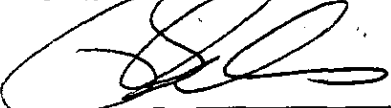
 11/25/02
Clean-Tech Company Date

 11/25/02
Columbia Maintenance Company Date

 11-25-02
Onesource Facility Services, Inc. Date

 11/25/02
Maintenance Unlimited Janitorial, Inc. Date

 11/22/02
Mitch March's Maintenance Mgt. Co. Date

 11-25-02
Building One Service Solutions Date

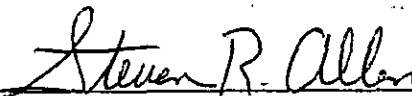
ADDENDUM #1 - HEALTH AND WELFARE

Effective October 1, 2002, the Employer agrees to contribute into the Contract Cleaners Building Service Employees' Welfare Trust, the sum of fifty cents (50¢) per hour for all full time employees and twenty five cents (25¢) per hour for all part time employees for all production hours worked by employees who are employed in excess of three (3) calendar months and are covered by this Agreement. As used in this Addendum, a full time employee is one regularly scheduled to work 35 hours or more per week. A part time employee is one regularly scheduled to work less than 35 hours per week. Payment is to be made by the twentieth (20th) day of the month following the month contributions are earned for the duration of this Agreement. It is agreed that if, due solely to the fact that contributions are not made for employees during the first three (3) months of their employment, the fund shall not have adequate resources to maintain benefit levels as they existed as of December 31, 1998, then, in that event, and after appropriate resolution of a majority of the Trustees of the fund, the Employer agrees to resume contributions for employees effective upon the first (1st) day of employment.

The undersigned Employer hereby accepts and subscribes to the Agreement and Declaration of Trust made between the undersigned Local No. 50 and the Contract Cleaners Association of Greater St. Louis and agrees to be bound thereby and by any amendments made or to be made thereto, by said parties and authorizes the said parties to name Trustees and Successor Trustees to administer the Welfare Fund established by said Agreement and Declaration of Trust and hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned, provided, however, that no amendment to said Agreement and Declaration of Trust shall bind the Employer for any financial obligation beyond that set out in the Collective Bargaining Agreement between Local No. 50 and said Employer at the time said amendment is made.

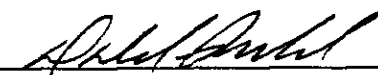
The Employer shall be under no obligation to see to the application of such monies as are paid into said Welfare Fund. Said Welfare Fund shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such Auditor's reports shall be available at all times to the Employer, participants and to the officers of the Association, at the principal office of the Trust Fund.

CONTRACT CLEANERS ASSOCIATION


Steve Allen, President

11/22/02
Date

**LOCAL NO. 50 SERVICE EMPLOYEES' INTERNATIONAL
UNION, AFL-CIO, CLC**


Donald L. Rudd, President

12/20/02
Date


ADDENDUM #2 - PENSION

Effective October 1, 2002, pension contributions will be ten cents (10¢) per production hour worked by employees covered by this Agreement. Effective October 1, 2004, pension contributions will be twelve cents (12¢) per production hour worked by employees covered by this Agreement. Effective October 1, 2005, pension contributions will be fifteen cents (15¢) per production hour worked by employees covered by this Agreement. The employer shall contribute to Contract Cleaners Service Employees Pension Trust, these specified amounts for all production hours worked by employees covered by this Agreement, which payment is to be made by the twentieth (20th) day of the month following the month contributions are earned.

The undersigned Employer hereby accepts and subscribes to the Agreement and Declaration of Trust made between the undersigned Local No. 50 and Contract Cleaners Association of Greater St. Louis, and agrees to be bound thereby and by any amendments made or to be made thereto by said parties and authorizes the said parties to name Trustees and Successor Trustees to administer the Pension Trust established by said Agreement and Declaration of Trust, and hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned, provided, however, that no amendment to said Agreement and Declaration of Trust shall bind the Employer for any financial obligation beyond that set out in the Collective Bargaining Agreement between Local No. 50 and said Employer at the time said Amendment is made.

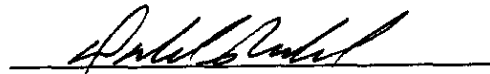
The Employer shall be under no obligation to see to the application of such monies as are paid into said Pension Fund. Said Pension Fund shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such Auditor's reports shall be available at all times to the Employer, participants and to the Officers of the Association, at the principal office of the Trust Fund.

CONTRACT CLEANERS ASSOCIATION


Steve Allen, President

11/22/02
Date

**LOCAL NO. 50 SERVICE EMPLOYEES' INTERNATIONAL
UNION, AFL-CIO, CLC**


Donald L. Rudd, President

12/20/02
Date

DECLARATION OF DIGNITY

The parties to this Agreement mutually recognize that all employees, regardless of the work which they perform, must be treated with dignity. As adults, citizens or resident aliens of the United States and taxpayers of the United States and the states and cities in which they live and work, these individuals deserve to be treated with dignity, courtesy and respect.

Upon the execution of their 2002-2006 collective bargaining agreement, the members of the Contract Cleaners Association of St. Louis and Local 50, Service Employees' International Union, AFL-CIO-CLC, shall each instruct their officers, agents and employees, including management and supervisory individuals, to treat bargaining unit employees and members in accordance with the Declaration herein. Representatives of Local 50 and supervisors of the individual companies shall be subject to discipline as their employer may elect for any violations of the intent of this Declaration.

All business representatives and employees of Local 50 and all supervisors and management officials of the Employers shall treat each other with the courtesy and respect to which they are entitled.

This Declaration represents the solemn pledge of the companies signatory hereto and of the Union; while its provisions are not subject to the grievance and arbitration procedures of the collective bargaining agreement, the Union and each Company shall designate a representative to meet upon request to discuss and resolve problems so as to insure the meaning and intent of this Declaration are faithfully observed.

Signed this 22 day of November 2002



FOR THE UNION

12/20/02

DATE



FOR THE ASSOCIATION

11/22/02

DATE

Building Address	Building Name	RBA	% Leased	Net Leased
707 N. 1st St	Bi-State Building	130,000	100	130,000
727 N. 1st St	Raeder Place	105,000	93	97,650
319 N. 4th St	Security Building	104,000	89	92,560
100 S. 4th St	MCI Building	248,651	71	176,542
400 S. 4th St	Sverdrup Facilities Building	256,040	36	92,174
515 N. 6th St	One City Centre	375,216	73	273,908
421 N. 7th St	US Bank	600,000	100	600,000
801 N. 11th St	Convention Plaza Complex	281,320	76	212,500
210 N. 13th St	Missouri Pacific Building	471,000	100	471,000
100 N. Broadway	Bank of America Tower	405,600	75	304,200
200 N. Broadway	St. Louis Place	337,088	80	269,670
211 N. Broadway	Metropolitan Square	1,050,649	84	882,545
314 N. Broadway	Marquette Building	266,312	30	80,000
500 N. Broadway	Broadway Building	284,964	52	148,181
501 N. Broadway	One Financial Plaza	434,136	88	382,040
10 S. Broadway	Equitable Building	423,634	89	377,034
909 Chestnut St	One Bell Center	1,273,750	100	1,273,750
1831 Chestnut St	Blue Cross and Blue Shield	425,000	100	425,000
1005 Convention Plz		250,000	100	250,000
1 N. Jefferson Ave	A.G Edwards Headquarters	1,400,000	100	1,400,000
510 Locust St	Locust Street Office Complex	270,000	100	270,000
1015 Locust St	The Locust Building	240,930	83	199,972
1221 Locust St	Shell Building	104,000	81	84,240

EXHIBIT A

CoStar Information
CBD

11/06/2002

Building Address	Building Name	RBA	% Leased	Net Leased
2654 Locust St		100,132	100	100,132
700 Market St	GenAmerica Building	140,000	100	140,000
701 Market St	Gateway One	401,625	82	329,333
800 Market St	Bank of America Plaza	750,000	99	742,500
1010 Market St		342,660	88	301,541
1520 Market St	Abrams Federal Building	401,529	100	401,529
2350 Market St	Market Plaza	96,000	100	96,000
1710 Marlin Luther King Dr		100,000	100	100,000
1 Memorial Dr	Gateway Tower	217,340	69	149,965
515 Olive St	Millennium Center	226,738	100	226,738
611 Olive St	Railway Exchange Building	309,000	100	309,000
705 Olive St	Seven-O-Five Building	165,000	70	115,500
720 Olive St	Laclede Gas Building	441,029	90	410,157
721 Olive St	Chemical Building	130,000	98	127,400
906 Olive St	Frisco Building	175,000	49	85,750
1017 Olive St	Laclede Gas Company Centre	98,000	74	72,520
1111 Olive St		100,000	100	100,000
1415 Olive St	Farm Credit Building	150,000	100	150,000
1430 Olive St	Parkside Plaza	98,700	96	94,752
1717 Olive St	Plaza Square	600,000	97	582,000
1915 Olive St	A.G. Edwards	143,024	100	143,024
1010 Pine St		584,000	100	584,000
1881 Pine St		111,047	91	101,053
1222 Spruce St	Robert A. Young Federal Building	1,008,138	100	1,008,138
800 N. Tucker Blvd		120,000	100	120,000
900 N. Tucker Blvd		70,000	100	70,000
555 Washington Ave		199,438	56	111,685
911 Washington Ave	Lammert Building	159,500	90	143,550

CBD

Additional Buildings				
1301 Olive St	St. Louis Public Library	150,000	100	150,000
1706 Washington Ave	CPI Corp	200,000	100	200,000
2300 Locust St	SJI Fulfillment	130,000	100	130,000
2700 Olive St	AT&T	600,000	100	600,000
3050 Spruce St	Sigma Aldrich LST	137,000	100	137,000
411 Locust St	Federal Reserve Bank	450,000	100	450,000
6565 Wells Ave	Federal Mogul	200,000	100	200,000
801 Chestnut	Southwestern Bell Data Center	550,000	100	550,000
Jefferson Ave	United Parcel Service	80,408	100	80,408
S. 18th St	Ameren UE	450,000	100	450,000
	Thomas Eagleton Courthouse	780,000	100	780,000
	Nooter Corporation	150,000	100	150,000
	St. Louis Municipal courts	200,000	100	200,000
	St. Louis Civil Courts	220,000	100	220,000
	St. Louis Juvenile Courts	90,000	100	90,000
1114 Market Street	Old Federal Courthouse	550,000	100	550,000
	Wainwright Building	208,000	100	208,000
	City Hall	486,000	100	486,000
		5,631,408		5,631,408
		23,206,598		21,440,641

Building Address	Building Name	RBA	% Leased	Net Leased
835 S. 8th St	Ralston Purina	775,000	100	775,000
6214 Delmar Blvd		120,000	100	120,000
625 N. Euclid Ave	Euclid Plaza Bldg	96,000	85	81,600
4100 Forest Park Ave		230,000	100	230,000
4444 Forest Park Ave	Blue Cross	175,000	100	175,000
4300 Goodfellow Blvd	Federal Complex	940,000	75	704,000
500-512 N. Grand Ave	Metropolitan Building	80,000	100	80,000
1755 S. Grand		121,000	100	121,000
1130 Hampton Ave		72,655	100	72,655
1001 W. Highlands Plaza Dr	Highlands Building I	145,000	100	145,000
200 N. Kingshighway Blvd	Chase Park Plaza	1,200,000	100	1,200,000
4050 Lindell Blvd	American Red Cross	175,000	100	175,000
4625 Lindell Blvd	Bank of America Building	71,652	100	71,652
1310 Papin St	Blanke Building	163,000	100	163,000
721 Pestalozzi	Anheuser Busch, Inc.	881,000		531,000
		5,145,307		4,544,907
Additional Buildings				
317 S. 16th St	DEA Building	90,000	100	90,000
385 Marshall Rd	Solutia	70,000	100	70,000
5050 Oakland Dr	St. Louis Science Center	196,525	100	196,525
600 S. Taylor	BJC/Taylor Ave. Building	120,000	100	120,000
718 N. Grand	Powell Symphony Hall	100,000	100	100,000
7910 Manchester Rd	Sunnen Products	200,000	100	200,000
	Missouri Botannical Gardens	200,000	100	200,000

	Midtown State Office Building	186,300	100	186,300
		1,000,000	100	1,000,000
Sub total		1,162,825		1,162,825
Grand Total		6,308,132		5,707,732

CoStar Information
Clayton

11/06/2002

Building Address	Building Name	RBA	% Leased	Net Leased
230 S. Bemiston		88,970	99	88,080
231 S. Bemiston	Bemiston Tower	187,000	89	166,430
7700 Bonhomme Ave	Bonhomme Place	101,327	88	89,168
7777 Bonhomme Ave	Sevens Building	196,428	91	178,749
1 N. Brentwood Blvd	Shaw Park Plaza	274,272	55	150,850
1034 S. Brentwood Blvd	University Club Tower	263,039	95	249,887
1401 S. Brentwood Blvd	Magna Place	175,000	89	155,750
1750 S. Brentwood Blvd	Joseph H. White Building	74,568	98	73,077
190 Carondelet Ave	The Plaza in Clayton	309,140	97	299,866
120 S. Central Ave	Clayton Center	293,246	86	252,192
222 S. Central Ave		117,888	92	108,457
7930 Clayton Rd	Clayton Executive Center I & 2	153,782	100	153,782
500 Corporate Park Dr	Enterprise Corporate	125,000	100	125,000
600 Corporate Park Dr	Enterprise Corporate	125,000	100	125,000
700 Corporate Park Dr	Enterprise Corporate	125,000	100	125,000
501 Corporate Park Dr		170,000	100	170,000
7425 Forsyth Blvd		232,874	100	232,874
7701 Forsyth Blvd	East Tower	215,483	85	183,161
7733 Forsyth Blvd	West Tower - Building II	355,000	93	330,150
7800 Forsyth Blvd	Bank of America	108,000	89	96,120
8000 Forsyth Blvd	Commerce Bank Building	196,697	100	196,697
8100 Forsyth Blvd		102,000	100	102,000
8235 Forsyth Blvd	Merrill Lynch Center	245,000	84	205,800
101 S. Hanley Rd	Interco Corporate Tower	339,163	87	295,072
1401 S. Hanley Rd		126,097	100	126,097
300 Hunter Ave	Coinco Building	78,750	100	78,750
8000 Maryland Ave	Huntleigh Financial Center	194,045	82	159,117

CoStar Information
Clayton

11/06/2002

Building Address	Building Name	RBA	% Leased	Net Leased
8182 Maryland Ave	Smurfit Stone Centre	280,000	93	260,400
8300 Maryland Ave	Brown Group	93,000	100	93,000
8350 Maryland Ave	Brown Group	71,280	100	71,280
34 N. Meramec Ave	Graybar Building	72,800	100	72,800
135 N. Meramec Ave	First Bank	80,000	100	80,000
150/165/168 N. Meramec	Buildings I, II, & III	185,973	100	185,973
Maryland Park-East/West		107,000	100	107,000
11 S. Meramec Ave	Commerce Bank Building	150,000	100	150,000
121 S. Meramec Ave		152,277	100	152,277
225 S. Meramec Ave	Parkway Tower	82,500	95	78,375
		6,247,599		5,768,229
Additional Buildings				
100 S. Brentwood	Park Place	71,800	100	71,800
111-S. Meramec	Clayton Government Center	500,000	100	500,000
121 S. Central	World Trade Center of St. Louis	274,000	100	274,000
15 Sunnen Dr	15 Sunnen Dr	71,000	100	71,000
1600 S. Brentwood	Centre 40 Building	105,400	100	105,400
2650 S. Hanley	Hanley Complex	117,000	100	117,000
501-S. Brentwood	Family Courts Building	73,000	100	73,000
7711 Bonhomme	Windsor Building	80,000	100	80,000
9900 Clayton Rd	Mississippi Transformation Corp	150,000	100	150,000
	Galleria	150,000	100	150,000
		1,592,200		1,592,200
Grand Total		7,839,799		7,360,429

GRAND TOTALS	
RBA	Net Leased
37,354,529	34,508,802