

AGREEMENT
BETWEEN
THE COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
AND
Promotional Solutions, Inc.

EFFECTIVE: October 1, 2012
Termination: September 30, 2015

ARTICLE 1
PREAMBLE

SECTION 1. This Contract made and entered into **July 1, 2012** between the Communications Workers of America and **Promotional Solutions, Inc.** modifies all previous agreements.

SECTION 2. The term "Company" as hereinafter used shall mean **Promotional Solutions, Inc.** The term "Union" as hereinafter used, shall mean the Communications Workers of America, AFL-CIO. The term "Employee" as hereinafter used, shall mean the person or persons performing work under the terms of this Agreement.

ARTICLE 2
RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, benefits, hours of employment, and other conditions of employment for all employees of the Company, but excluding professional employees, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2A
RESPONSIBLE UNION-COMPANY RELATIONSHIP

The Company and Union recognize that it is in the best interests of both parties, the employees, and the public that all business relations between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 2B
NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, age or national origin, or because such employee is handicapped, a disabled veteran, or a veteran of the Vietnam era.

ARTICLE 3
UNION REPRESENTATION

At any meeting between a representative of the Company and an employee in which discipline (including a written warning, suspension, demotion or discharge for cause) is to be announced, or an investigatory interview is conducted which could result in discipline, the employee may request to be represented by a authorized Union representative.

ARTICLE 3A
UNION STATUS AND RIGHTS

SECTION 1. Members may select a steward at each work report location and submit the candidate to the Locals Executive Board for final approval.

SECTION 2. Stewards - The Union will notify the Employer in writing of the stewards and Employer shall recognize no other.

SECTION 3. Access - All authorized Union representatives shall have access to Employer's premises to ascertain whether conditions of this Agreement are being observed.

SECTION 4. Administration - Those described in Sections 2 and 3 shall be permitted to transact Union business directly related to the administration of this Agreement on the Employer's premises.

A Union steward shall not suffer a loss of pay while attending a joint Union-Company meeting or for reasonable travel time to and from such meetings. It is understood that such joint meetings and travel time is considered time worked.

SECTION 5. Bulletin Boards - The Company shall provide a bulletin board in the garage/office for the Union's exclusive use.

ARTICLE 4
UNION SECURITY

SECTION 1. Any employee who was not a member of the Union on the effective date of this contract, shall thirty (30) days after the effective date of this contract, as a condition of employment, become a member of the Union to the extent of tendering periodic dues uniformly required of all members.

SECTION 2. Any new employee having completed thirty (30) days of continuous service shall be required, as condition of employment, to become a member of the Union to the extent of tendering the periodic dues uniformly required of all members.

SECTION 3. The Company shall forward to the Union copies of the union dues payroll deduction authorization and membership application for all new employees.

ARTICLE 5 UNION MEMBERSHIP DUES

SECTION 1. The Company agrees to make deductions of monthly/or quarterly Union membership dues from the pay of any employee upon receipt of a payroll deduction authorization card, signed by such employee, and forward the full amount thus deducted to the Union.

SECTION 2. When earnings are insufficient to cover the authorized deductions, Union dues shall be deducted in the next payroll period in which sufficient pay is available.

SECTION 3. The Company shall provide the Union, at least quarterly, with an updated list of employees, and any changes in mailing addresses.

SECTION 4. The Company shall remit all dues deduction to the local no later than ten (10) days after the end of the preceding month or quarter during which deductions were made.

ARTICLE 6 PRODUCTIVE WORK BY SUPERVISORS

No supervisory employee shall be permitted to perform any regular production work, if by doing so, he replaces a member of the normal working force. He may, at anytime, however, perform any operation in order to instruct workers, provide relief, or run experimental machines for experimental purposes. In the event of an emergency, supervisory employees shall be permitted to perform any regular production work if any hourly employee is not available in the judgement of the Company to perform the work. In the event that a regular employee is scheduled to work and fails to report and no employee is, in the judgement of the Company, available to perform the work normally done by the absent employee, a supervisory employee may be used to replace the absent employee and perform his work for that scheduled day.

No individual connected with the Employer or Contractor - as an officer, stockholder or owner - shall perform any manual work except that the owner may work in shops employing five (5) employees or less as approved by the duly-authorized representatives of the parties to this Agreement.

ARTICLE 7 JURY DUTY

The Company will pay all regular employees serving on jury duty the difference between jury pay and eight (8) hours' pay at their regular base for each working day served up to a maximum of ten (10) working days. Employees engaged in jury duty shall, while temporarily excused from attendance in Court, report for scheduled shifts during scheduled work time.

ARTICLE 8 VACATIONS

SECTION 1. An employee having completed one (1) year of service with the Company shall be given one week (five working days) vacation with pay per calendar year.

SECTION 2. An employee having completed two (2) years of consecutive service with the Company shall be given two (2) weeks (ten working days) vacation with pay per calendar year.

SECTION 3. An employee having completed seven (7) years of consecutive service with the Company shall be given three (3) weeks (fifteen working days) vacation with pay per calendar year.

SECTION 4. Employees having earned unused vacation time at the end of the calendar year will be paid for unused vacation or if requested by employee, and at the company's discretion may carry over unused vacation into the next calendar year.

SECTION 5. Upon completion of one (1) year of service, employees will be granted two (2) paid personal/sick days per calendar year. Employees who choose not to use these days will be paid in lieu thereof. Personal/sick days may not accrue.

SECTION 6. When a holiday listed in Article 9 occurs during an employee's vacation the employee will be credited with an additional vacation day.

ARTICLE 9
HOLIDAYS

SECTION 1. Employees having completed ninety (90) days of service for the Company shall be granted payment for the holidays listed below:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
* Floating Holiday	

* An employee shall also be granted one floating holiday as designated by the Company. The Company will select the floating holiday before the 31st day of December of the current year for the following year.

SECTION 2. To be eligible for holiday pay, the employee is required to work or be excused from work the last scheduled work day prior to and the first scheduled work day after the holiday.

Employees who work a partial week (at least 30 hours) and then are laid-off, due to lack of work will be eligible for holiday pay if the holiday falls within that week.

SECTION 3. If any of the above holidays shall fall on Saturday, the Company shall elect whether to pay for the holiday or to excuse the employees on the preceding Friday or on the following Monday with pay.

SECTION 4. The provisions of this Article apply to the day the holidays listed in Section 1 are observed, rather than the day they occur.

SECTION 5. Holiday payment shall count as time worked in a forty (40) hour work week. A forty (40) hour work week pertaining to this article shall be considered a five (5) day, eight (8) hours a day work week or a four (4) day, ten (10) hours per day work week.

ARTICLE 10
INSURANCE

SECTION 1. The Company agrees to establish and maintain a Health Insurance Plan, and a minimum of \$10,000 Death Insurance Benefit and to pay the full premium for all full-time employees working a minimum of 120 hours per month. Employees may elect to have additional family/dependent Health Care coverage and will be responsible for the cost of the additional coverage.

SECTION 2. Those employees failing to meet the minimum requirement of 120 hours per month may elect to maintain their insurance by making a self-contribution equal to 100 percent of the premium.

SECTION 3. Employees that are off work due to a sickness disability or an on the job injury of more than five (5) consecutive working days and have provided documented proof to the Company of the above illness/injury, shall have that time count as time worked for the purpose of this Article in Section 1. Employees will be covered under this Section for a period not to exceed one year.

SECTION 4. Employees are eligible for insurance on completion of the 90th day of employment and will be provided an application form in a timely manner.

SECTION 5. A copy of the plan is to be submitted to the Union annually when the current contract is signed.

SECTION 6. Changes in the above plan are subject to agreement between the Company and the Union.

SECTION 7. Employees may sign a waiver of insurance only if they document proof of Health Insurance coverage with another provider. The waiver form should list the date, employee's name, and the name of the insurance carrier. A copy of the form should be forwarded to the Union.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION 1. All questions, disputes, or grievances as to the intent or performance of the terms of this Agreement shall be subject to the grievance procedure.

SECTION 2. Following are the three steps of the grievance procedure:

- A. Steward and Foreman
- B. Steward and Authorized Company Representative
- C. Authorized Union Representative and Company Officer

SECTION 3. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. Pending final settlement of the grievance, the Company shall not thereafter deal with the employee concerning said grievance, without Union concurrence, but shall deal directly with the union representative.

SECTION 4.

A. A grievance may be presented initially in writing by an appropriate Union Representative, setting forth specifically the substance of the grievance and the provisions of the agreement allegedly violated to the appropriate Company Representative within sixty (60) days of the event claimed to give rise to such grievance.

The Company's position on the grievance will be given in writing, to the Union Representative within ten (10) working days after receiving the initial written grievance.

If the grievance is not adjusted at the first step, the unsettled grievance may be presented at the second step in writing to the appropriate Company representative within ten (10) calendar days after receiving the Company's first step written answer.

Management shall offer a decision, in writing, to the Union within ten (10) calendar days after receiving a written second step grievance.

If the grievance is not adjusted at the second step, the unsettled grievance may be presented at the third step in writing to the appropriate Company representative within ten (10) calendar days after receiving the Company's second step written answer.

Management shall offer a decision, in writing, to the Union within ten (10) calendar days after receiving a written third step grievance.

B. If a grievance involves the interpretation of the express provisions of this contract or the discharge of an employee and is not resolved in Step 3 of the grievance procedure to the satisfaction of both the Company and the Union, the party dissatisfied may, at any time, by written notice to the other party within thirty (30) days after the conclusion of the discussion at Step 3 of the grievance procedure, demand arbitration of the grievance.

In the event that the parties, within two days after such demands, are unable to agree upon an arbitrator, then the party desiring arbitration shall forthwith notify the local office of the American Arbitration Association, who will in accordance with their published rules, appoint an arbitrator. The decision of the arbitrator shall be final and binding on both parties to this agreement. The compensation and expenses of the arbitrator shall be divided equally between the Company and the Union.

C. Except in the case of discharge, the arbitrator shall have no power to add to, or subtract from, or modify any of the terms (or provisions) of this Agreement. Nor shall he have any power to confer any right, benefit or privilege which is not expressly granted or conferred by this Agreement, nor

shall he substitute his discretion for that of the Company or the Union, nor shall he exercise any responsibility or function of the Company or the Union.

D. The time limits provided may be extended or waived only by agreement of the parties. The Company's failure to comply with the above stated time limitations shall deem the grievance be settled in the Union's favor.

SECTION 5. When an action of the Company results in a grievance, the Company agrees to keep the status quo on the action until either an agreement on the propriety of the action is reached, or the grievance and arbitration procedures are exhausted.

ARTICLE 12 DISCIPLINE AND DISCHARGE

SECTION 1. Any non-probationary employee covered by this Agreement shall not be suspended, demoted or discharged or otherwise disciplined except for just cause.

SECTION 2. The Company shall give the employee involved and the appropriate Union representative at least seven (7) days notice prior to the effective date of any demotion or discharge action.

SECTION 3. Nothing in the forgoing shall prevent the Company from immediately suspending an employee, for cause, from the premises or assignment pending final disposition of the case.

SECTION 4. The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

SECTION 5. No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

ARTICLE 13 SENIORITY-LAYOFFS-RECALLS

SECTION 1. It is agreed that a new employee shall be considered on probation for a period of the first 90 days of employment, during which time the Company shall have sole and absolute right to discipline, discharge, or retain the employee at its own discretion. After said 90 days, the employee shall be placed on the regular seniority list and his/her seniority shall date from the employee's date of hire.

SECTION 2. Seniority is defined as length of continuous service with the Company from date of hire.

SECTION 3. Seniority shall determine the selection of vacations, permanent transfers, and for promotions if all other qualifications are equal within the titles in Article 20 of this contract.

SECTION 4. Seniority shall be the period of continuous service except where an employee has not worked for a period of more than six (6) months. Time off for sickness disability, on the job injury or military service shall not be considered as time lost for the purpose of determining seniority.

SECTION 5. Layoff of employees because of lack of work and recalls shall be made in accordance with the following sequence and provisions:

- A. Probationary employees who have not established seniority shall be laid off first and then any regular part-time employees, unless an employee possesses a unique skill or qualification that no other employee with more seniority possesses, and this skill or qualification is required to complete the job.
- B. Thereafter full-time employees shall be laid off in the inverse order of their established seniority by title under Article 20 of this contract provided the senior employees retained possess the qualifications and special skills required to satisfactorily perform the work available.

SECTION 6. Recall: Those full-time employees having the most seniority that have been laid off because of curtailment of work, shall be the first to be recalled if available and physically able to return to work, and if they possess the qualifications to satisfactorily perform the work available. Employees will retain their seniority and be eligible for recall for six (6) months from the date of layoff.

- A. The Company shall notify the senior qualified employee laid off by telephone or by registered mail that a vacancy exists. Such employee shall have no more than two working days to respond to such notices. Employees are responsible to notify company of any change in address or phone number.

ARTICLE 14
HOURS OF WORK AND OVERTIME

- SECTION 1. The normal hours of work shall be eight (8) hours per day and forty (40) hours per week, consisting of five (5) eight (8) hour days. The normal work week shall be on a calendar week basis, Sunday Through Saturday, and the normal weekly assignment will consist of five (5) eight (8) hour shifts, which may be on any calendar day of the week as designated by the Company. The Company will make reasonable efforts to schedule work days consecutively. There shall be an unpaid (30 or 60) minute lunch period as approved by the Company.
- SECTION 2. No provision of this contract shall constitute a guarantee that forty (40) hours or five (5) full tours of duty per week constitute either the minimum or maximum number of hours of work which may be required by the Company of any employee. The number of hours to be worked are governed by work loads, service requirements and law.
- SECTION 3. Based on service requirements or efficiency, the Company may establish a four (4) day ten (10) hour schedule as a normal work week. Accordingly, the number of hours which presently constitute a normal five (5) day work week schedule will be scheduled in equal amount over four (4) days.
- SECTION 4. An employee shall be paid one and one-half (1½) times his straight time hourly rate for all hours worked in excess of forty (40) hours in one work week.
- SECTION 5. An employee who may be required to work on any of the holidays listed in Article 9 shall be paid at the rate of one (1) times his hourly rate in addition to his holiday payment.
- SECTION 6. No employee shall be regularly required to work more than a maximum of eight (8) hours per day if on an eight (8) hour five (5) day work week or a maximum of ten (10) hours per day if on a ten (10) hour four (4) day work week, except when emergency conditions or unusual customer service requirements exist.
- SECTION 7. There shall be no pyramiding of overtime as a result of other clauses in this contract.

ARTICLE 15
CONTRACTING WORK

There shall be no contracting or subcontracting of Bargaining Unit work if by entering into such contract would result in the full-time bargained for employees being laid-off or hours reduced to a part-time status.

ARTICLE 16
HEALTH AND SAFETY

SECTION 1. The Company agrees to abide by and maintain standards of sanitation, safety, and health, which comply with all applicable Federal, State, County and City laws and regulations.

SECTION 2. The Company agrees that protective devices to safeguard the health of employees and protect employees from injury will be provided at the Company expense.

SECTION 3. No employee shall be required to work in an area that may be hazardous to his/her health or safety. When an employee encounters a hazardous condition, he/she shall contact their supervisor for further instructions.

ARTICLE 17
LEGALITY

Any provision of this Agreement adjudged by a court of competent jurisdiction to be in violation of any mandatory State or Federal Law shall be treated as null and void.

ARTICLE 18
WAGES

SECTION 1. The Company agrees to pay the wages listed below for the years **2012, 2013, 2014, 2015** If the Company should contract for work covered by a prevailing wage rate, the Company shall pay the prevailing wage rate for that community should that rate be greater than the effective Section 2 contract rate.

SECTION 2. WAGE RATES EFFECTIVE 2012 TO 2015
 MINIMUM PROGRESSION RATES/BASED ON
 NUMBER OF YEARS IN TITLE WITH COMPANY

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Embroidery Specialist	11.60	12.80	14.25	15.90	18.00
Senior Sales Consultants	9.30	10.55	12.30	14.15	15.00

SECTION 3. All progression rate increases will be given on the anniversary of the date hired, except when an employee is on a documented, performance probation.

SECTION 4. Normally all new employees shall receive the rate established at the first year of the classification in which they are hired.

If the Employer determines a new employee's skills and ability exceeds the entry level rates established, the Employer may place the employee in a rate higher than entry level.

ARTICLE 19
 DURATION AND INTEREST ARBITRATION

SECTION 1. This Agreement shall continue in full force and effect from July 1, 2012, through June 30, 2015. If either party desires to terminate or modify this Agreement, it shall, sixty (60) days prior to June 30, 2015 give written notice to terminate or modify this Agreement as provided above, the Agreement shall continue in effect from year to year thereafter subject to termination or modification by either party on sixty (60) days written notice prior to termination date of any subsequent year. Such notice shall be sent registered or certified mail.

SECTION 2. Upon such notice, the parties agree to enter into negotiations for a new Agreement. Should the negotiations for renewal of this Agreement become deadlocked in the opinion of either the Union or the Employer, either party may submit the matter to interest arbitration. Any controversy or dispute arising out of the failure of the parties to reach a new Agreement shall be submitted to an arbitrator to be selected by the parties from a panel of arbitrators requested from the American Arbitration Association. The arbitrator will have the authority to resolve all disputes by establishing the terms for a renewed Agreement. The decision of the arbitrator shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached.

The existing Agreement shall continue in full force and effect until modified either by order of an arbitrator or through negotiations.

SECTION 3. This Agreement may be amended or modified at any time by agreement between the Company and the Union.

SECTION 4. In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

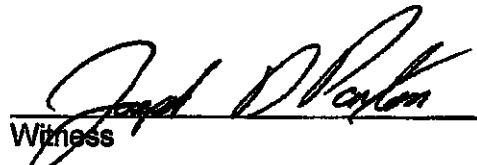
SIGNED FOR
Communications Workers of America
AFL-CIO

SIGNED FOR
Promotional Solutions, Inc.

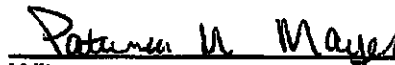

Vice President International


Company Officer


Local Officer


Witness


Local Business Agent


Witness

09-20-13
Date Signed

9/20/13
Date Signed

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