

A G R E E M E N T

By and Between

Aramark Uniform and Career Apparel, LLC

And

Teamsters Local Union Number 542

Affiliated With The International Brotherhood Of Teamsters



Term of Agreement

February 22nd 2020 through and including February 23rd 2024

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>ARTICLE</u>	<u>PAGE</u>
Article 1	Jurisdiction	1
Article 2	Union Security	2
Article 3	Payroll Deduction	2
Article 4	Workweek and Hours	4
Article 5	General Conditions	6
Article 6	Discipline and Discharge	9
Article 7	Grievance Procedure	9
Article 8	Vacations	10
Article 9	Holidays	12
Article 10	Health & Welfare, Dental, Vision & Retiree's Welfare Trust	13
Article 11	Seniority	16
Article 12	Jury Duty	20
Article 13	Death in the Immediate Family	20
Article 14	Sick Leave	20
Article 15	Pension	21
Article 16	Wages	23
Article 17	Boundaries of Routes and Splitting Commission Route Sales Representatives' Routes	26
Article 18	Savings Clause	27
Article 19	Management Responsibilities	27
Article 20	401(k) Plan	27
Article 21	Leave of Absence	28
Article 22	Termination and Modification	28
Letters of Understanding:		
	Re: Drug Testing Policy	29
	Re: BNSF Railway Company	56
	Re: Background Checks	57
	Re: Addendum	59

AGREEMENT

This Agreement, executed and effective as of the February 22nd, 2020 by and between **Aramark Uniform and Career Apparel, LLC** a Delaware Corporation, and its Brawley, CA location, a wholly owned subsidiary of ARAMARK Corporation, a Delaware Corporation, hereinafter referred to as the "Company" or the "Company," and **Local Union No 542**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - JURISDICTION

1.01 The Company recognizes the Union as the bargaining agent for those classifications of employees covered by the Agreement in collective bargaining with the Company.

The term "employees" as used in the Agreement shall mean "Route Sales Representatives" engaged in the pickup and/or delivery, or the selling or soliciting of laundry dry cleaning and allied services. It shall cover all truck drivers, driver helpers, inter-plant or relay/shuttle drivers and such other personnel as may perform any work described in the classifications or applicable definitions herein only. Excluding therefrom, however, all "District Manager, Account Executives (exclusively salespersons), Maintenance employees, Office and Clerical employees, Plant Supervisors, Executives, Managers, Supervisors, Professional and Administrative employees and guards in accordance with the Act."

1.02 Any jurisdictional dispute that may arise between Local Union 542 and other Local Unions affiliated with Joint Council of Teamsters No. 42 shall be presented to and settled by the Joint Council Executive Board in accordance with their By-Laws. Any such decision rendered by the Joint Council Executive Board shall be followed and agreed to by the Company and the Union.

1.03 All services of the character provided by this Agreement shall be rendered by Company employees hired and working under the terms, working conditions, hours and wages herein provided for.

1.04 Any individual who performs any of the work herein mentioned shall be considered as employees of the Company. They are subject to the hours and other conditions herein and must become members of the Union and maintain membership in the Union, as provided in Article 2 of this Agreement, provided that such membership is not in conflict with the Labor-Management Reporting and Disclosure Act of 1959 or the Labor Management Relations Act of 1947 as amended. Should, upon interpretation by the National

Labor Relations Board, the Secretary of Labor, or a court of proper jurisdiction, such membership be declared in conflict with either of the Acts named in the foregoing sentence, then the Union will relinquish all jurisdiction over such employees and issue each of them an Honorable Withdrawal Card in accordance with the Constitution and By-Laws of the Union.

ARTICLE 2 - UNION SECURITY

2.01 The Union shall be the exclusive collective bargaining agent and representative for all employees covered by this Agreement and the Company shall not enter into any individual agreement with any employee pertaining to hours, wages or other employment conditions. This Agreement supersedes any such individual Agreements.

2.02 All persons employed by the Company who are not members of the Union shall become members of the Union on the thirty-first (31st) day following the beginning of employment or the effective date of this Contract, whichever is later and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement. Membership in the Union shall reflect good standing meaning only the timely tender by the employee(s) of uniform initiation fees and periodic dues as may be lawfully required and that are in compliance with this Collective Bargaining Agreement

2.03 The Company shall notify the Union in writing, within fifteen (15) working days of hire, of the name, social security number, address, telephone number and classification of all new employees hired. When practical to do so, the Company will provide fifteen (15) minutes to a Union Official, during a new employee's orientation, to review the related dues and benefit information with said employee. The Company will notify the Union of all terminated or discharged employees.

2.04 When practical, as new or additional employees are needed, the Company shall notify the Union of the number and classification of employees needed and the Union shall have reasonable opportunity to refer applicants for the vacancies to be filled.

2.05 The Union shall advise the Company, in writing, if an employee does not maintain his/her membership or become a member of the Union as required by this Article, and in the event, the Company shall discharge the employee in question.

ARTICLE 3 - PAYROLL DEDUCTION

3.01 The Company, upon written authorization of the employee, to be supplied by the Union, shall deduct from the first pay received each month by such employee, the Union dues and initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following month. The amount of such dues and initiation fees and assessments will be provided to the Company on an annual basis. The

deduction of initiation fees may be split so as to provide for three (3) equal payments, one from the first pay period after the completion of thirty (30) days of employment, and equal amounts in each of the following two (2) pay periods. The Union will send to the Company a monthly billing setting forth the employee's name, social security number and amount due.

3.02 The Company will deduct the monthly dues and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

3.03 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Section 3.03.

3.04 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Company and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

3.05 The Company shall make payroll deduction available to employees who are members of the Teamsters Credit Union. Upon employees' written authorizations, the Company shall deduct the authorized amounts from employees' pay and promptly remit same to the Teamsters Credit Union for deposit in employees' accounts.

3.06 D.R.I.V.E.: The Company agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington, D.C. 20001

The Company will send on a monthly basis, one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law.

ARTICLE 4 - WORKWEEK AND HOURS

Applies to Route Sales Representatives (RSRs), Truck and Semi-trailer Drivers, Unassigned RSRs and Helpers.

Unassigned RSRs are defined as RSRs that have not been assigned or bid a specific route.

4.01 The standard workweek shall be forty (40) hours and shall consist of five (5) consecutive days, (Monday through Friday; Tuesday through Saturday; Sunday through Thursday), except on holiday weeks. Or at the discretion of the Company, provided any employment law requirements are met, a four (4) day workweek may be established: In that event, employees on said schedule shall have a minimum of two consecutive days off, one of which must be a Saturday or Sunday. When an employee is require to work outside of their scheduled work week, such work will be paid at time and one-half (1½) the regular hourly rate in addition to the week's earnings.

4.02 For all Route Sales Representatives, all time worked in excess of or outside of the regular workweek shall be paid at the overtime rate of time and one-half (1½) based on the minimum weekly guarantee rate of pay. Overtime shall only be paid after forty (40) hours of work in one (1) week provided, however, that if commissions earned shall exceed the basic minimum guaranteed weekly wage, plus payment for any overtime due, then such commissions shall be used to off-set overtime due. Such offset is intended as a "reasonable equivalent" to any overtime required by State or Federal statutes.

4.03 If during the term of this Agreement, it is determined either by court decision or administrative ruling that Commissioned Route Sales Representatives are subject to the overtime provisions of the Federal Wage and Hour Laws or applicable State Wage and Hour Laws, the Company may, upon notice to the Union, reopen the portion of the Agreement with respect to the Commission pay for such driver Salespersons for the purpose of re-negotiating the compensation for such drivers on a commission basis, which revised compensation shall not be less than the amount of compensation provided under this Agreement. Such opening shall require the parties to commence re-negotiation within ten (10) days following the receipt of written request by the Company or the Union. In the event the Company and the Union are unable to agree upon a re-negotiated provision for such drivers, the matter may be upon the written request of either party, submitted to the Grievance Procedure for an arbitration pursuant to Article 8 of this Agreement.

4.04 Scheduled workweeks may be altered on holiday weeks as determined by the Company

4.05 Any employee called back to work shall be provided a minimum of two (2) hours of work. Any employee called to work outside of their scheduled workweek will be provided a four (4) hour minimum of work.

4.06 Any work performed in excess of forty (40) hours per week, shall be paid for at one and one-half (1½) times the hourly rate in addition to the regular week's wages. **EXCEPTION:** The payment of one and one-half (1½) times the hourly rate for work performed in excess of forty (40) hours per week shall not apply to Commission Route Representatives except as provided in this Agreement.

4.07 No overtime is guaranteed, nor shall it be worked without the employee first obtaining authorization from the Company. Check-in time for Commission Route Representatives will be administered to assist employees in avoiding workweeks that exceed forty (40) hours. Overtime will be authorized or not authorized at least two (2) hours before the end of the employee's regular shift provided timely contact is initiated by the employee.

4.08 Total Hours: When total hours worked under this provision becomes consistently excessive, route sales personnel shall, upon request, be considered for a reasonable reduction in route volume (Section 17.01 shall not apply).

4.09 Excessive Time: The parties agree to meet and review within one (1) week of receipt of written request from the Union, the route structure of any commission sales route consistently running excessive hours. The Company, will consider all pertinent factors such as loading/unloading time, miles driven, stops, route sales, alignment, etc., with the intent of finding a way to reduce excessive hours. Possible solutions may include, but are not limited to: realigning routes, loaders, product mix, additional training and any other workable solution for reducing excessive hours. However, in any case that is being reviewed by this request and results in a reduction section 17.01 will not apply.

NOTE CALF Break-Lunch language

4.10 All employees whether paid hourly or on a commission basis are required to take two (2) ten minute breaks for every four hours worked or major fraction thereof. This Agreement provides for thirty (30) minute, duty-free meal periods for Route Sales Representatives consistent with the following: Route Sales Representatives who work more than five (5) hours are provided with a 30-minute meal period; Route Sales Representatives who work more than ten (10) hours are provided with a second 30-minute meal period. While they are not required to eat during the meal period(s), Route Sales Representatives should to go off-duty for the full thirty (30) minutes. Given the independence and lack of immediate supervision that Route Sales Representatives have when on route, they are responsible for taking all of their meal periods. Any employee who does not take these breaks are to notify their supervisor in writing on a daily basis.

The Company and the Union agree that any and all disputes concerning the application and/or interpretation of the meal period provisions contained in this Agreement and the immediately preceding Agreement between the Company and the Union are subject to final and binding arbitration pursuant to the terms of the Agreement.

ARTICLE 5 - GENERAL CONDITIONS

The Company agrees:

5.01 Whenever any employee covered by this Collective Bargaining Agreement is required to work outside of the territorial jurisdiction of Local 542, then the matters of wages, hours and conditions for such employees shall be subject to negotiations at any time upon either the Company or the Union giving ten (10) days' notice to the other party by certified mail.

5.02 The Company shall assume responsibility for the cost of all lost or damaged articles or equipment provided the loss or damage was not caused by willful act of the employee.

5.03 The Company shall furnish and maintain uniforms, coveralls, shop coats and any other types of apparel which the Company designates and requires employees to wear, at no cost to the employees.

5.04 The Company shall pay employees weekly not later than Thursday, except for circumstances beyond the control of the Company.

5.06 All sales, safety, and training group meetings shall be designated mandatory or voluntary by the Company. Attendance at voluntary group meetings shall be at the employee's discretion as to whether he/she attends or not. Mandatory meetings shall be limited to one (1) hour in duration.

5.07 The Company may place any employee covered by this Agreement under bond so long as the Company pays all costs of that bond. Employees covered by this Agreement are subject to background checks as required for bonding purposes or customer requirements such as, but not limited to airports, military installations, railroads, food processors etc. In the event that an employee fails said background check and the information related to said failure is provided to the Company, the employee will be provided a reasonable time, but not more than fourteen (14) calendar days from notification to address any potential errors in said background check. Otherwise, if the Company determines that said customer can be relocated to another route, the Company may do, in such cases Section 17.01 shall not apply. In the event the Company determines said customer cannot be relocated to another route, the affected Route Sales Representative shall be reassigned to the unassigned Route Sales Representative pool. The parties agree the Company's decision in this matter shall not be arbitrary or capricious.

5.08 Any service installed by a Commission Route Representative or delivered by a Commission Route Representative on a route shall be credited to the Commission Route Representative's route volume. All new account installations and all direct sales and emblems sold by the Route Sales Representative, shall be credited to the Route Sales Representative's volume.

5.09 Equal Opportunity And Non-Discrimination

- A. The Union and the Company agree to maintain a policy of non-discrimination and equal employment opportunity toward all employees and applicants for employment with regard to race, color, religion, sex (including pregnancy), national origin, age, creed, ancestry, marital status, Vietnam-Era veteran status, disability, medical condition and sexual orientation, in compliance by federal, state or local law. This obligation includes employment matters associated with wages, hours and working conditions.
- B. The Company and Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity on behalf of the Union, provided that such activity does not constitute a violation of this Agreement or federal, state or local law. The parties agree that the Company's "Grooming Policy" is not in violation of this Article. If the policy is not followed, the employee shall be subject to discipline.

5.10 Route Sales Representatives covered by this Agreement are specifically hired as outside Route Sales Persons and as such, they are required to perform duties such as, but not limited to; participation in classroom and field sales training; attend sales meetings; generally conduct their sales activities away from the Company's place of business and carry Company provided samples on their route vehicle; their function is to sell new business for which they are paid a new business commission in accordance with the Company's related policy; to retain and expand their existing business; and to service and retain existing business through engaging in loss and ruin, adjust claims, make collections of monies, keep records of their routes, both logistically and service requirements. Route Representatives must attempt to meet Market Center goals for sales, retention and service.

The parties agree the key and most accurate measurement of positive or negative sales growth is Base Business Growth (BBG), Route Sales and Retention. The Company has and will continue to provide tools and coaching to RSRs for the purpose of growing their BBG and the proper utilization of the aforementioned tools, coaching and applying said principles will result in positive BBG.

Throughout the life of this Agreement each Market Center will announce a realistic and overall BBG, Weekly Route Sales and Retention goals to its employees and a copy forwarded to the local Union on an annual basis. At a minimum, performance shall be reviewed on a monthly basis considering year-to-date data. However, management and RSRs may review said goals more frequently for coaching and education purposes. The parties recognize the Company is the sole judge of the competency of its employee(s). The Company is committed to maintaining its training, coaching and guidance for all of its employees in an effort to help them succeed. However, employees that do not meet the Market Center's said goals are subject to intervention of increased coaching and guidance. In the event the Company determines an RSR is required to participate in a formal

coaching plan, the Company will meet with the affected RSR and the Union Steward, unless the RSR requests the Union Steward not be involved, wherein the parties will discuss the root cause of the performance challenges and possible correcting activities. The Company will summarize the minimally required activities as discussed in the aforementioned meeting in a written document, of which all involved in the aforementioned meeting, will sign the document in recognition of understanding the minimum requirement of activities contained within.

5.11 Upon request, each employee shall be furnished with a written statement showing the Company's record of each employee's paid sick leave accumulation, earned vacation and accrued vacation.

5.12 Delivery Equipment: Route Sales Representatives shall not be required to drive equipment unless reasonable safety standards are maintained on such equipment. No Route Representative shall be permitted to keep the truck at his/her home or use same for private transportation except by agreement between the Route Sales Representative and the Company. All trucks must have heaters and defrosters in working order. The Company is liable and shall defend and make whole any employee arrested or cited for driving defectively equipped, loaded or licensed vehicles, provided that as to equipment and loading, the Route Representative notifies the Company of deficiencies.

5.13 Severance Notice: An employee who has been employed one hundred eighty (180) calendar days or more, and who is laid off or resigns his/her position, will provide or be provided two (2) weeks notice in writing. It is also agreed that neither side giving nor receiving notice of termination shall be allowed to use any accumulated or earned vacation time in lieu thereof. Exceptions to the two (2) weeks' notice may be made for good and sufficient reason by mutual agreement between the Union and the Company.

5.14 See Addendum regarding Drug Testing Policy.

5.15 Light Duty: Employees who are off from work due to an industrial injury, if offered shall be required to perform light duty assignments, if available which are consistent with medical restrictions. Employees working in a light duty capacity shall be compensated at the rate for the work to be performed. The provision in no way affects any other rights to other compensation payable under applicable workers compensation statutes.

5.16 Overnight Expenses: The Company will reimburse employees for their overnight expenses in accordance with the Company's policy. For the life of this Agreement said reimbursement(s) shall be limited up to the following: Breakfast Fourteen (\$14.00) dollars, Lunch Seventeen (\$17.00) dollars and dinner thirty-five (\$35.00) dollars, receipts provided. It is the intent of the Company to have a direct billing set up for hotel accommodations. However, in the event that said arrangements cannot or have not been arranged an RSR will be reimbursed the full amount of said hotel accommodations.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

6.01 No employee shall be disciplined or discharged except for just cause. However, the first one hundred eighty (180) days shall be a probationary period, during which employment may be severed with or without just cause.

6.02 The Union agrees that there shall be no strikes and the Company agrees that there shall be no lockouts during the term of this Agreement. However, it shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action of any kind 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 lawful picket line, including the lawful picket line of this Union, and including lawful picket lines at the Company's place or places of business. Commission Routes Representatives who exercise the refusals specified above shall forfeit commission earnings in service provided by other employees to customers affected by such refusals, beginning with the second occasion for the same account.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Any issue concerning the proper application and interpretation of this Agreement shall, prior to being placed in writing, be discussed with the General Manager and the Union Steward. If no resolution is reached, the following procedure shall be followed.

7.02 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Company and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment, the matter shall be referred for final adjustment to the Southern California Board of Adjustment. The Company and Union shall pay an equal amount of any expenses assessed by Southern California Board of Adjustment. Compensation of witnesses shall be the responsibility of the party requesting such witnesses. Any fees assessed by the panel will be paid in accordance with the panel's allocation.

7.03 In the event the Southern California State Board of Adjustment is unable to adjudicate a case within its rules as presented by either party to this Agreement, due to a "deadlock," either party may request to move the case to an arbitrator for adjudication. However, said movement must be by written notice and confirmed receipt to the other party. The parties shall then jointly request the Federal Mediation & Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the arbitrator by alternately striking names until one remains.

7.04 The Company and the Union shall share equally any expenses of the arbitrator. Compensation of witnesses shall be the responsibility of the party requesting such witnesses. The arbitrator may interpret the Agreement and apply it to the particular

case presented, but shall not have authority to add to, subtract from, or in any way modify the terms of this Agreement or any agreements made supplementary hereto. The ruling and decision of the arbitrator shall be final and binding on all parties provided the arbitrator abides by the authority limitations set forth above.

7.05 During the process of making adjustments under the rule and procedure set forth above, no strike or lockout shall occur.

7.06 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within twenty (20) calendar days of: 1) the date of the occurrence causing the claim or grievance; or 2) when the occurrence causing the claim or grievance could reasonably have been known, except in cases of discharge or suspension which must be presented within ten (10) calendar days of the discharge or suspension. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the twenty (20) calendar day period immediately preceding the date upon which the Company received notice in writing of the claim.

- A. A copy of all warning notices and disciplinary actions shall be forwarded to the Union within five (5) working days of issuance.

7.07 The Union shall not be required to process an employee's grievance if, in the Union's opinion, the grievance lacks merit. In the event the Union determines to process a grievance in conformance with this Article, the Union shall be the exclusive representative of the employee or employees covered with respect to any dispute and/or settlement of said grievance.

ARTICLE 8 - VACATIONS

8.01 It is agreed that all employees who have been in the continuous employ of the Company or a predecessor Company shall receive a paid vacation in accordance with the following schedules:

- One (1) week vacation after one (1) year employment.
- Two (2) weeks vacation after two (2) years employment.
- Three (3) weeks vacation after six (6) years employment.
- Four (4) weeks vacation after ten (10) years employment.

8.02 After one (1) year's employment, it is agreed that any employee leaving the employ of the Company shall receive whatsoever portion of vacation pay is due them prorating on the basis of their accrual rate.

8.03 In the event any holiday herein listed (Article 9) occurs during an employee's vacation period then that employee shall receive an extra day of vacation or pay in lieu thereof.

8.04 An employee shall be deemed to have been in the continuous employ of the Company, or a predecessor Company, notwithstanding breaks in his/her employment

aggregating not more than ninety (90) days in any year due to layoff or leave of absence, or such other longer period as may be granted by the Company. In the event an employee has breaks in his/her employment, the employee's vacation accrual shall be reduced by a pro-rated amount.

8.05 An employee who has established an eligibility (or anniversary) date under this Agreement will retain that eligibility date in each subsequent year that he/she remains in the employ of the Company. All employees hired after the execution of this Agreement will have their date for vacation accrual prorated to December 31st during their first year of employment. Said proration shall be rounded up to the full month.

8.06 An employee entitled to a vacation must take the vacation due them under the above provisions, except as provided below. The employee cannot accept nor shall an Company request that vacation pay be taken in lieu of a vacation. An employee may defer no more than one (1) week of vacation to the next year by mutual agreement with management, to be scheduled at the time of the deferral, and taken no later than June 30th of the following year. For all employees hired after the execution of this Agreement, the vacation year shall run from January 1st through December 31st of each year and there shall be no carry over of vacation from one year to the next, except by mutual agreement on a case by case basis. Additionally, during the life of this Agreement, those employees hired prior to the execution of this Agreement, will make an earnest effort to migrate their vacation utilization to a period between January 1st through December 31st.

8.07 The Company shall provide the employee's vacation pay prior to the commencement of the vacation.

- A. For Commission Route Sales Representatives, pay shall be based on the weekly volume for the four (4) week average prior to the vacation and to be paid three (3) weeks after the actual vacation week.
- B. Hourly paid employees shall receive forty (40) hours pay, at their straight time hourly rate of pay.

8.08 The Company will post a vacation calendar on November 1st for employees to select vacation by seniority. Said vacation calendar will provide an opportunity for selection that is up to ten (10%) of the seniority list in any location, save and except weeks that the Company has "blacked out" due to holiday(s). Employees will select up to two (2) weeks of vacation in the first bid round. Employees may select the balance of their vacation in the second bid round. The bidding shall be concluded on December 15th. Any vacation not scheduled during the bid process will be scheduled by mutual agreement on available weeks, on a first come, first served basis. Employees with less than three (3) weeks of vacation eligibility must schedule all of their vacation during the bid process. Employees with more than three (3) weeks of vacation eligibility may leave one (1) week unscheduled. The parties will follow the process outlined in bargaining by Market Center. One person off all weeks that are blocked out will be indicated as such prior to the posting

of the vacation schedule for the purposes of bidding, which will be the week before and the week of every contractual holiday.

8.09 Vacation must be taken in weekly intervals.

ARTICLE 9 - HOLIDAYS

9.01 The following days shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	* (2) Floating Holidays
Labor Day	

*Floating Holidays may be scheduled on consecutive days, based on the terms, and in a manner consistent with scheduling vacation days.

9.02 Should a holiday fall on any employee's day off, an extra day's pay shall be added to the regular weekly wage. In all cases, the extra day's pay shall be based on the weekly minimum for commissioned Route Sales Representatives. Said holiday pay for hourly employees shall be one day's pay (eight (8) for employees on a five (5) day schedule and ten (10) hours for employees on a four (4) day schedule) at their hourly rate of pay for

9.03 It is agreed that eligible Commission Route Representatives shall receive the full weekly commission for the week during which a holiday occurs and other eligible employees shall receive eight (8) hours pay at their regular rate for a holiday. Employees who, of their own volition, absent themselves during any other portion of that holiday week or the week prior without permission of the Company or proven illness are ineligible for holiday pay. Employees must have completed thirty (30) days of employment to be eligible for holiday pay.

9.04 Should a holiday fall on Sunday, the Company may recognize following Monday as the observed holiday. Should a holiday fall on Saturday, Company may recognize the preceding Friday as the observed holiday. In all cases, if the employee works on the observed holiday, pay shall be based upon the weekly minimum guarantee.

9.05 During vacation scheduling in accordance with Section 9.08, each employee may schedule his or her floating holiday for any day during the calendar year. After vacation scheduling concludes, scheduling a floating holiday requires two (2) weeks minimum advance notice to the Company. The floating holiday bid calendar shall be posted at the same time as the vacation bid calendar. Floating holiday scheduling shall not affect the number of employees permitted to schedule vacation for the same period. When two (2) or more employees select the same date for their floating holiday, the employee with the most seniority shall be given preference. Once an employee's floating holiday selection is approved either during vacation scheduling or with two (2) weeks notice, a more senior employee shall not be given preference as to the date selected. No

more than one (1) floating holiday may be scheduled in any week within a District. Floating holidays shall not accumulate from year to year.

9.06 An employee who is called upon to work on his/her day off in a holiday week shall be paid time and one-half (1½) the employee's regular rate of pay with a minimum guarantee of four (4) hours. Except as otherwise agreed to Holidays shall be observed on days designated by the Federal Government.

9.07 Emergency circumstances may necessitate that an employee's scheduled floating holiday be rescheduled. In such circumstances, when the Company requires an employee to work on a day which the employee scheduled in accordance with Section 9.05 as his or her floating holiday, such employee shall receive a pay premium of one-half (½) of the earnings for the day (not to offset overtime premium pay) and shall be permitted to schedule an alternate date.

ARTICLE 10 - HEALTH & WELFARE, DENTAL, VISION WELFARE TRUST

10.1 Health and Welfare coverage shall be provided under the San Diego County Teamsters-Employers Insurance Trust for the purpose of providing Life, Accidental Death and Dismemberment, Medical and Hospital and Major Medical Expense Benefits, Dental Plan Benefits, Vision Plan Benefits, and Prescription Plan Benefits, for all eligible employees and their dependents. Said Trust Fund is to be administered by the Board of Trustees on which employees and Employers are equally represented.

- A. The Company agrees to pay One Thousand Two Hundred Twenty Nine Dollars and No Cents (\$1,229.00) per month to purchase and administer the benefits set forth in Medical Plan C.
- B. The Company agrees to pay Forty-Six Dollars and Seventy-Five Cents (\$46.75) per month to purchase and administer the benefits of the Dental Plan 1 Composite.
- C. The Company agrees to pay One Hundred Fifty-Seven Dollars and Twenty-Five Cents (\$157.25) per month purchase and administer the benefits of the Prescription Plan 1.
- D. The Company agrees to pay Fourteen Dollars and Twenty-Five Cents (\$14.25) to purchase and administer the benefits of the Vision Composite.

10.2 ELIGIBILITY

The initial payment for each new employee will be made on the first day of the month following the first calendar month in which the employee works eighty (80) hours or more.

10.3 Thereafter, and for all present employees, the payment shall be made for each employee, the first day of each month that he continues in the employee of the Company. For the purpose of this Article continuity of service shall not be interrupted by

absence because of illness or injury, or by layoffs, or leave of absence of less than one (1) full calendar month.

10.4 The coverage to be provided shall be determined by the Trustees of the Fund and limited to such benefits as can be purchased with the contributions provided herein as may be determined by the Trustees. The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

10.5 The parties hereto agree to execute such "Acceptance of Trust" documents as may be required for participation in the Trust, and such payments shall be made in accordance with the provisions established by the Trustees.

10.6 BASIC LIFE INSURANCE

Employees shall be enrolled in the Group Basic Life Insurance Plan for Union Employees with benefits provided as described in the benefits booklet incorporated herein by reference, with the following amounts:

a.	Life Insurance	\$5000.00
b.	Accidental Death and Dismemberment	\$5000.00

10.7 MAINTENANCE OF BENEFITS

The Company shall remit the contributions required by the Trustees to maintain eligible Employees participation in the San Diego County Teamsters-Employers Insurance Trust; Medical, Prescription Drug Plan, Dental Plan, and Vision Plan.

10.8 Employees shall contribute as indicated in the table below through mandatory payroll deduction per month per eligible employee required by the trust from the Company to maintain participation in the Medical, Prescription Drug, Dental, and Vision Plans:

Employee Cost Share for Maintenance of Benefits for the total H&W Premiums listed above, or as otherwise amended shall be 25%

The Company agrees that during the term of this Agreement the Union will have the right to move to and alternative plan, as long as, the cost of said plan doesn't exceed the Company negotiated "caps" in the current Agreement on an individual or cumulative basis

10.9 Employees may elect to enroll in the Company's Section 125 Plan so that their taxable earnings will be reduced by the amount of weekly payroll deductions set forth above.

10.10 DAMAGE FOR DELINQUENCY: All contributions shall be due on the first day of the calendar month following the payroll month in which the employee worked. Any

contributions which are received by the Trust later than the twentieth (20th) day of the calendar month following the payroll month in which the employee worked, shall be considered delinquent. The parties recognize and acknowledge that the regular and prompt payment of Company contributions to the Fund is essential to the maintenance of the Fund, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund which would result from the failure of the Company to pay his contributions in full within the time period provided. Therefore, the damage to the Fund resulting from any such failure shall be presumed to be the sum of twenty (\$20.00) dollars or twenty (20%) percent of the indebtedness, whichever is greater, which is an approximation of the cost of processing a delinquency. This amount shall become due and payable to the Fund by the Company as liquidated damages and not as penalty immediately following the date the contributions became delinquent and shall be in addition to the required contribution and any other charges and interest provided for in any Contribution Agreement.

10.11 The parties agree that in the event that the design or operation of health benefits identified in the health and welfare plan specified in this agreement, (including but not limited to eligibility of employees working an average of 30 hours per week over the measurement period and their dependent child(ren); contributions for employee-only coverage that do not exceed 9.5% of household income; or the medical plan having an actuarial value of at least 60% that provides minimum essential benefits), causes the Company to be subject to any taxes, penalties, surcharges or other costs under the Patient Protection and Affordable Care Act or other applicable law the Company may request the parties meet to discuss and find a way to avoid any taxes, penalties, surcharges or other costs to the Company.

In the event the parties are unable to reach an agreement within two weeks after the Company notifies the union of the issue, the parties agree that the Company may in its sole discretion:

- (1) modify the employee premium contributions if necessary to avoid the tax, penalty, surcharge or other costs under the Patient Protection and Affordable Care Act or other applicable law; and/or
- (2) Offer employees subject to the agreement the opportunity to enroll in Company health benefits and immediately cease any and all Company contributions to the plan identified in this CBA subject to the relevant Company/employee contributions identified in this agreement;

10.12 The parties agree that in the event that the design or operation of health benefits identified in the health and welfare plan specified in this agreement cause the Company to be subject to any taxes, penalties, surcharges or other costs under the Patient Protection and Affordable Care Act or other applicable law the Company may in its sole discretion:

- (1) Offer employees subject to the agreement the opportunity to enroll in Company health benefits and immediately cease any and all Company contributions to the plan identified in this CBA; and
- (2) charge such employees premiums for the health benefits commensurate with premiums paid by similarly situated non-bargaining unit Company employees.

Cadillac Tax

10.13 The parties agree that the Company shall not be obligated, in 2018 or beyond, to pay any excise tax under Internal Revenue Code Section 4080I associated with the terms of the coverage provided to collective bargaining unit employees under this agreement. Should any such excise tax be imposed, the Company may in its sole discretion, take any steps necessary to avoid the tax, penalty, surcharge or other costs under the Patient Protection and Affordable Care Act or other applicable law; including, but not limited to:

- (1) modifying the design, cost or operation of health benefits under this agreement so that they comply with Internal Revenue Code Section 4080I; or
- (2) Offering employees subject to the agreement the opportunity to enroll in a Company benefits plan that will not incur any taxes or penalties pursuant to Internal Revenue Code Section 4080I and immediately cease any and all Company contributions to the plan identified in this CBA.

ARTICLE 11 - SENIORITY

11.01 Seniority shall be computed from the date an employee last began continuous service with the Company. Separate seniority lists shall be maintained for drivers on a plant wide basis. The employees shall lose their seniority and employment shall be broken for the following reasons:

- A. Discharge for just cause. Such as but not limited to;
 - i. Violation of the Company's Drug and Alcohol policy
 - ii. Loss of licensure or an accumulation of points in excess of the maximum provided in the Fleet Policy.
 - a) Conduct issues such as but not limited to:
 - 1) Dishonesty
 - 2) Theft
 - 3) Insubordination

- 4) Violation of the Company's workplace violence policy
- 5) Reckless driving
- 6) Gross Negligence resulting in lost business, injury or property damage

iii. Progressive discipline related to;

- 1) Job Performance
- 2) Attendance except as otherwise noted in this Agreement.

B. Voluntary quit;

C. Layoff of more than six (6) months duration;

D. Off-the-job illness or accident of six (6) months from the beginning of such absence or on-the-job accident of eight (8) months **or as provided by state law** from the beginning of such absence. Provided, however, that upon return to work the employee has a full release to perform all of the regular assigned duties of the classification which was their regular classification at the time such absence began, unless otherwise mutually agreed between the Company and the Union. The Company will have the right to confirm a "fitness for duty" via its medical professional(s). The aforementioned time limits may be extended by mutual agreement between the Company and the Union.

E. Failure to report to work or contact the Company for a period in excess of twenty four (24) hours from their normal start time. It is understood the purpose of contacting the Company is to inform the Company of the employee's inability, due to injury or illness, to fulfill the employee's obligation for their normally scheduled workday. Exceptions will only be made in extraordinary circumstances such as unconsciousness or severe injury wherein the employee is hospitalized and incapacitated due to an accident.

F. Failure to return to work within seventy-two (72) hours following receipt of written notification of recall, mailed registered return receipt requested, to employee's last known address.

G. Employees on layoff shall be required to inform their Company, in writing, of their current address and telephone number.

H. Retirement

11.02 When a layoff or reduction in force occurs for any reason, including but not limited to the elimination, alteration, or consolidation of positions or routes, seniority shall govern, provided the senior employee has the necessary qualifications and ability to perform the work, as determined by the Company. Thus, the employee with the greatest seniority, provided they possess the necessary qualifications and ability to perform the work, shall be the last to be laid off or terminated, and the employee with the most seniority, provided they possess the necessary qualifications and ability to do the work, shall be the first to be rehired after a layoff or reduction in force.

11.03 In the event the Company eliminates a regular route, which results in the reduction of the number of regular Route Representatives, the Route Representative whose route is eliminated shall have three (3) options: 1) Bump the most junior Route Representative, provided the senior person possesses the necessary qualifications and ability to perform the work; 2) Exercise seniority over the most junior unassigned person, provided the senior person possesses the necessary qualifications and ability to perform the work; and 3) Accept layoff. If the employee chooses to accept layoff, he/she may return only to the next available opening. In determinations as to qualifications and ability, the Company shall be guided by knowledge, skill, and sales performance. The Company will not make any changes to a route that is open and posted for bid without notification to the employees prior to the bid being posted.

11.04 In the event there is a permanent route opening, such opening shall be open for bid (such bid shall state route and route volume) in accordance with seniority among Route Representatives, provided the senior employee has the necessary qualifications and ability to perform the work, as determined by the Company. Any permanent route openings created due to such bid, or if a Route Sales Representative does not bid, or following any route reassignment by the Company, the remaining open route shall be filled by the senior Unassigned Route Sales Representative, provided the senior s/he possesses the necessary qualifications and ability to perform the work. (Route reassignment referred to above will be made by the Company, taking into account the needs of the business, overall employee performance, employee preference, and seniority, thus the decision by the Company will not be arbitrary or capricious)

11.05 Prior to a route being permanent, the Company may assign whomever it chooses to the route on a temporary basis. During such temporary assignment, the route may be altered or eliminated at the sole discretion of the Company. Temporary route assignments will last no longer than eight (8) months. The employee on a temporary route assignment may be paid according to the route compensation designation of the route; however, if the employee is performing the full scope of route duties he/she shall be paid according to the route compensation designation of the route. No employee assigned to a route will be eligible to bid for six (6) months after assignment. Any permanent Route Sales Representative who is awarded a bid shall be precluded from bidding on another route for six (6) months.

11.07 A Route Representative who has exercised the bidding rights contained in Section 11.03 and has successfully bid an open route, or mutually agrees to change routes, shall be paid during the time he/she is "breaking in" a replacement Route Representative, the minimum guarantee contained in Section 16.02, or if the route is a commission route, the commission rate of pay, whichever is greater. Provided further, during any "break-in", the Route Representative who is "breaking in" on the route shall be paid the minimum weekly guarantee contained in Section 16.02.

11.08 Route Sales Representatives shall not displace Truck and Semi-trailer classified employees but shall be allowed to bid on vacant positions. To be eligible to bid, Route Sales Representatives' qualifications and training must meet the Company's Fleet policy specifications or any other provisions within this Agreement.

11.09 In the event an employee is laid off, the Company shall upon request furnish him/her with a letter of reference provided he/she is in good standing in the Union.

11.10 Semi-drivers shall bid openings on all routes including work weeks, shifts, and start times by seniority.

11.11 A list of employees arranged in the order of their seniority shall be sent to the Union annually upon request.

11.12 Dovetailing or End Tailing: If a Route Salesperson'(s) route is moved to another location, the employee'(s) seniority shall be dovetailed. In the event an employee chooses to move without any movement of work, his/her seniority shall be end tailed.

11.13 In the event the Company acquires a route/business, from another Company, if and only if one (1) through four (4) of this Article and Section (11.13) are the result of such acquisition :

- 1) The Company acquires new business in the form of a purchase or acquisition of the business only.
- 2) Said acquisition infuses existing routes and customers into the Company's facility(s) under this Collective Bargaining Agreement.
- 3) The displaced employee(s) apply for a position with the Company and are subsequently hired at, or near, the time that the route(s) and customers are infused into the Company's facility(s).
- 4) The Company determines that it is in the best interest of the Company to assign the infused route(s) to the newly hired employee(s). The following shall apply:
 - a. The newly hired employee(s) will have a seniority date corresponding with their hire date by the Company (AUCA).

- b. The Company will recognize such employee(s)' time within the employ of the acquired Company, for the purposes of benefits accrual.
- c. The newly hired employee(s) will either be assigned to an infused route (typically a route they had prior to the acquisition) at time of transition by the Company, or will be placed in the Unassigned Pool of Route Sales Representatives (RSR).
- d. In the event an aforementioned route is vacated, said route will be posted and filled as provided in the Collective Bargaining Agreement.
- e. As a result of this Article and Section, the Company has no requirement to:
 - i. Hire any of the employee(s) applying for positions with the Company.
 - ii. Maintain any route(s) so acquired, for any period of time.
- f. In the event the Company eliminates, splits consolidates or alters an infused route(s) within ninety (90) days of the infused routes' existence, such route will not be paid any guarantee/alimony as identified in the Collective Bargaining Agreement.
- g. To be clear, this entire section (11.13) of this Article, would only apply to the newly hired employee(s) as specifically identified within same.

ARTICLE 12 - JURY DUTY

12.01 Any employee covered by this Agreement and/or any supplement hereto who may be selected and required to serve on a jury shall receive from the Company, for fifteen (15) days maximum, the difference in pay between what the employee will receive as a juror and his/her rate of pay (with the Company) during the time the employee is serving on jury duty. The "rate of pay" for drivers shall be based upon his/her weekly volume or applicable hourly rate. All employees shall be allowed to exercise their right to participate in jury service.

ARTICLE 13 - DEATH IN THE IMMEDIATE FAMILY

13.01 If an employee covered by this Agreement and/or any supplement hereto suffers a death in the immediate family, such employee shall be entitled to three (3) working days off with pay. The pay for employees shall be based upon his/her weekly volume or applicable hourly rate. Immediate family shall be defined as a wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepchildren, grandchildren, employee's grandparents and spouse's grandparents. If the death is out of

state, employees will be allowed one (1) additional day for a total of four (4) working days off with pay for the purposes of attending the funeral and or related arrangements.

ARTICLE 14 -SICK LEAVE

14.01 To be eligible for sick leave, an employee must be employed for twelve (12) months.

14.02 As of January 1 of each year, employees shall accumulate five (5) days sick leave.

14.03 Following the first full year of employment the employee shall be credited with a prorated share of sick leave credit on a quarterly basis. If they were hired during the first quarter, on April 1st, three (3) days credit, the second quarter, on July 1st, two (2) days credit and on the third quarter, on October 1st, one (1) day credit.

14.04 Sick leave for commissioned Route Sales Representatives shall be paid at the commission earnings on the four (4) weeks average weekly volume or applicable hourly rate immediately preceding the beginning of the employee’s sick leave. Hourly employees shall be paid sick leave in accordance with their hourly rate for the schedule. Pay for sick leave shall begin with the second working day of bona fide absence caused by illness or accident; provided, that 1) if the absence is three (3) consecutive working days or longer, pay shall commence on the first working day, and 2) the daily total of sick leave pay under this Section, and disability payments provided by the Health and Welfare Plan, shall not exceed the commission earnings on weekly volume or applicable hourly rate immediately preceding the beginning of the employee’s sick leave.

14.05 The Company may reasonably require the employee to submit proof of illness, such as a Doctor’s Certificate.

ARTICLE 15 - PENSION

15.1 The Company shall contribute to the Western Conference of Teamsters Pension Trust for each Bargaining Unit employee according to the following schedule:

Effective Date		BASIC CONTRIBUTION	PEER 84	
(based on previous month's hours)	INCREASE	Rate Per Hour	Program for Early Enhanced Retirement	Total
		(190 hours per month or 2080 hrs. per year maximum)		
		3.23		
6/5/2021	0.05	3.28	0.21	3.49
2/26/2022	0.04	3.32	0.22	3.54
2/25/2023	0.05	3.37	0.22	3.59

15.2 The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

15.3 It is understood that the PEER contribution shall simultaneously increase as the basic Plan contribution rate increases (i.e., the PEER contribution will always be in addition to the basic Plan contribution, including all present and future negotiated increases.)

15.4 Compensable hours for the purpose of this Section shall include time paid but not worked excluding vacation time not taken but paid at the time employment severs for any reason. In no event will contributions on behalf of any employee exceed 190 hours per month or 2,080 maximum hours per year.

15.5 The Company shall not be obligated to make payments into the Trust Fund of amounts in excess of those which are deductible from gross income by the Company under Section 404 of the Internal Revenue Code.

15.6 The total amount due for each month shall be remitted in a lump sum not later than the twentieth (20th) day of the following month. The Company agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts paid on account of the employees. Failure to make payments herein provided, within the time specified, shall be a breach of this Agreement.

15.7 Probationary Employee: For probationary employees hired on or after date of ratification, the Company shall pay ten (\$.10) cent per hour (nine (\$.09) basic + one (\$.01) PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each probationary employee of the bargaining unit hired after acceptance of this Agreement by the Trustee, for the first (1st) ninety (90) calendar days from initial date of hire, for each hour for which compensation is paid, said amount to be computed monthly, provided that the maximum monthly contribution shall be limited to one hundred ninety (190) hours. If and when this period is completed, the full contribution rate shall apply commencing on the first (1st) day after the ninety (90) calendar day probationary period.

15.8 If under the provisions of the Pension Protection Act of 2006, the Western Conference of Teamsters Pension Trust (WCTPT) fund is considered to be "endangered" or in "critical" status and, thus, able to establish surcharges and/or additional funding rules/requirements which require additional contributions by the Company than those set forth in this Collective Bargaining Agreement, the parties agree that such contribution amounts will be offset by a corresponding reduction in wages paid to employees

The WCTPT shall provide the Union and the Company with a minimum of thirty (30) calendar days advance notice prior to the effective date of any additional funding requirements.

At such time the aforementioned funding requirements are no longer required by the WCTPT fund the reduction in wages utilized to offset the additional funding requirements will be reinstated. This wage reinstatement will be effective within thirty (30) calendar days of the redetermination notice provided to the Union and the Company by the WCTPT fund.

ARTICLE 16 - WAGES

16.01 The wage schedules and certain other specific conditions governing employees are set forth in the following classifications and sub-classifications. Certain written supplemental agreements may modify the terms of the following classifications or add new classifications. All such supplemental agreements are fully incorporated herein by this reference. All previous supplemental agreements are hereby revoked.

16.02 Commission Route Sales Representatives:

A. During the term of this Agreement, the minimum weekly guarantee for Commission Route Representatives shall be the Unassigned Route Sale Representative hourly rate based on forty (40) hours.

B. Commission Route Representative - Base Wage

During the term of this Agreement, the minimum weekly base for Commission Route Representatives shall be: \$145.00

C. Commission Structure

ALL WEEKLY VOLUME FOR RSRs EMPLOYED @ RATIFICATION

<u>Category</u>	<u>Percent Commission</u>
Rental Linen	10%
Industrial	10%
Auxiliary	10%
Direct Sales - Used	10%
Direct Sales - New	10%
Non-Woven	10%
Not Our Goods (NOG)	10%
Mats	10%
One-way sales	10%

- **RSRs will receive commission on Loss and Ruin (L&R) that have been collected.**

<u>Category</u>	<u>Percent Commission</u>
Rental Linen	10%
Industrial	10%
Auxiliary	10%
Direct Sales - Used	10%
Direct Sales - New	10%
Non-Woven	10%
Not Our Goods (NOG)	10%
Mats	10%
One-way sales	10%

D. Non - Commissionable Events:

- “Sales” – When a sale is not initiated by an RSR;
- “Liquidated Damages” – The customer cancels an agreement and subsequently the customer and the Company reach a monetary settlement.
- “Contract Buyout” – Defined as a customer buying the product that had previously been rented to them, or in the event that a customer exercises a “buyout” option in lieu of liquidated damages.
- This intent of this language is to clarify current practices related to sales.

E. All Commission Route Sales Representatives shall receive premium wage rates for all time worked in excess of forty (40) hours during the regular work week. The Company shall guarantee forty (40) hours of work per work week. Overtime shall only be paid after forty (40) hours of work in one work week.

The overtime premium wage rates provided to Commission Route Sales Representatives shall be calculated and paid as follows: the greater of either (1) the Guaranteed Weekly Salary plus one and one-half (1.5) times the equivalent hourly rate of Wholesale RSRs (by example \$16.00 per hour – \$640.00 salary divided by 40) for all hours in excess of forty (40) during the work week, or (2) the Weekly Base amount plus commissions. Whichever of these amounts is greater shall constitute the premium wage rate provided to Commission Route Sales Representatives for all hours worked in excess of forty (40) during the work week. The Company and the Union intend for this Agreement to satisfy the requirements of California Labor Code § 514, in that this Agreement expressly provides for the wages, hours of work, and working conditions of the Route Sales Representatives, and provides premium

wage rates for all overtime hours worked and a regular hourly rate of pay for Route Sales Representatives of not less than 30 percent more than the then-applicable California minimum wage.

16.03 Lump Sums for Commission RSRs as follows:

Lump sum amount to Commission RSRs										
Date		Performance	Add	Performance	Add	Performance	Add	Performance	Add	Potential
12/5/2021	\$50	MRS>\$2	\$75	MRS>\$5	\$100	MRS>\$10	\$200	MRS>\$13	\$475	\$900
12/4/2022	\$50	MRS>\$2	\$75	MRS>\$5	\$100	MRS>\$10	\$200	MRS>\$14	\$475	\$900
12/3/2023	\$50	MRS>\$2	\$75	MRS>\$5	\$100	MRS>\$10	\$200	MRS>\$15	\$475	\$900

16.04 Assigned Non-Commission Route Representatives / Wholesale Routes

HOURLY RATES

Assigned Hourly Route Sales Representatives	Current Rate	Effective	Effective	Effective	Effective	
		2/22/2020	2/27/2021	2/26/2022	2/25/2023	
Length of Employment		Increase >	-	0.35	0.35	0.35
Less than 1 Year	16.11		16.11	16.46	16.81	17.16
More than 1 year less than 2 years	18.00		18.00	18.35	18.70	19.05
More than 2 years	18.95		18.95	19.30	19.65	20.00
New Break in rates for all classifications are for employees hired after this MOA's ratification						

16.05 New Rental Sales Commission

A. Commission Route Representatives, Non-Commission Route Representatives, Wholesale Route Representatives and Unassigned Route Representatives shall be paid a new business commission on all documented Route Sales Representative’s sales of additional items rental categories and on all new accounts in accordance with the following:

<u>Route Representatives Sales Average</u>	<u>New Business Commission</u>
Less than \$5.00 per week	(one to one) 100%
Less than \$10.00 per week	(two to one) 200%
Less than \$15.00 per week	(three to one) 300%
\$15.00 per week and greater	(four to one) 400%

B. Commission shall be paid on new rental sales installed and retained for seventeen (17) consecutive weeks after installation and will be paid on the average rental volume of the seventeen (17) weeks. Payment of such commission shall be limited to employees. The determination of the ratio of the payout shall be based on the sales

average of the Route Representative at the time the commission is paid.

C. New business is defined as a customer where the Company has not provided service during the preceding ninety (90) days, or a present customer which contracts (as a result of sales effort, proposal and transaction documents preparation by the Route Representative) for item service categories not previously provided.

D. New Business Commission shall be considered earned when the account has been in continuous service for seventeen (17) weeks from the starting date. New Business Commission shall be paid two (2) pay periods after it is earned.

16.06 Unassigned RSRs and Helpers:

An employee who has no specific territory or route.

HOURLY RATES

Unassigned Route Sales Representatives/Helper		Current Rate		Effective	Effective	Effective	Effective
				2/22/2020	2/27/2021	2/26/2022	2/25/2023
Length of Employment			Increase >	-	0.35	0.35	0.35
Less than 1 Year		15.98		15.98	16.33	16.68	17.03
More than 1 year less than 2 years		17.86		17.86	18.21	18.56	18.91
More than 2 years		18.80		18.80	19.15	19.50	19.85
New Break in rates for all classifications are for employees hired after this MOA's ratification							

ARTICLE 17- SPLITTING OR RESTRUCTURE OF COMMISSION ROUTE SALES REPRESENTATIVES' ROUTES

17.01 If changes are made in delivery routes or in jobs held by Route Representatives such that routes or business are eliminated, split, consolidated or altered in any manner as determined by the Company, and a Route Representative's earnings are adversely affected, then that Route Representative shall also receive an equivalent of the average of his/her last four (4) weeks (excluding holiday weeks) pay prior to the change as his/her minimum weekly guarantee for a period equal to the time in the Commission Route Representative classification or fourteen (14) weeks*, whichever is less. In determining the average of his/her last four (4) weeks commission derived from sales, volume assigned or placed on the route during the four (4) weeks period shall be deducted. However, if there is a decline or loss in the remaining sales volume after the split, the Route Representative's Guarantee shall be reduced in direct proportion to the remaining volume. The average weekly volume shall be determined by averaging the four (4) weeks following the split. Beginning the fifth (5th) week, each week will be compared to this average. Any indicated loss will be calculated at the correct commission level and the Route Representative's salary adjusted. The Company shall notify the Route Representative affected and the Union prior to such changes and advise both the Route Representative concerned and the

Union of the last four (4) week average. When establishing guarantee, any one-time direct sale or one-time lost and ruin commission shall be eliminated prior to calculation.

*Effective until February 23, 2023 the minimum guarantee will remain at seventeen (17) weeks

17.02 The provisions of this Article shall apply to all types of business.

ARTICLE 18 - SAVINGS CLAUSE

18.01 It is further understood and agreed that in the event any provision or provisions herein contained shall be declared invalid or unenforceable by any court or government agency of competent jurisdiction, the remaining provisions shall remain in full legal force and effect and binding on both parties hereto. Such provisions, if and when declared invalid and unenforceable, shall be immediately re-negotiated or abandoned.

ARTICLE 19 - MANAGEMENT RESPONSIBILITIES

19.01 Except as explicitly limited by a specific provision of this Agreement, the Company shall continue to have the exclusive right to take any reasonable action it deems appropriate in the management of its business, direction of the work force in accordance with its sole and exclusive judgment. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific written provision of this Agreement are retained and vested exclusively in the Company, such as but not limited to: policies, procedures, the sole judge of its employees skills and abilities, establish work rules, methods, processes, number of employees, hiring, maintaining order etc.

ARTICLE 20 - 401(K) PLAN

20.01 The Company agrees to participate in the Teamster Supplemental Income 401(k) Plan for Union Represented Employees, a Plan intended to conform to the requirements of the Internal Revenue Code Section 401(k) for certain tax exempt contributory plans. The Company's obligation to the Plan are limited as follows:

20.02 The Company agrees to execute and comply with the Subscriber Agreement for the 401(k) Plan as promulgated by the Trustees of the Supplemental Income Trust Fund and agrees to timely payment of that portion of their wages employees elect to pay into the plan without incurring any plan administrative fees.

20.03 The monthly operational fee will be deducted by the Trust Fund from each contributing employee's account.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 The Company will offer the current federal leave law and ARAMARK leave policy to bargaining unit employees covered by the Agreement.

ARTICLE 22 - TERMINATION AND MODIFICATION

22.01 This Agreement shall be in full force and effect from February 22, 2020 to and including February 23, 2024 and shall continue from year to year thereafter unless written notice of a specific desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of February 23, 2024.

22.02 Where no such set notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to February 23, 2024, or any year of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

22.03 Revision or changes agreed on shall be effective as of February 22, 2020 or any year of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon and nothing in this contract shall be construed to limit the parties’ rights in this respect.


22.04 In the event of an inadvertent failure by either party to give the notice set forth in paragraphs 24.01 and 24.02 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

22.05 Should negotiations commence to amend or modify this Agreement, the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations, until such time as a new Agreement is signed. Either party may terminate the extension of this Agreement. The Agreement will terminate five (5) calendar days after notice of termination is received.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first herein above set forth.

Aramark Uniform and Career Apparel, LLC

TEAMSTERS LOCAL UNION 542



Matthew Varble
Director, Labor and Employee Relations

Flavio Grijalva
Business Representative

June 11, 2021

June 11, 2021

Date

Date

LETTER OF UNDERSTANDING

By and Between

Aramark Uniform and Career Apparel, LLC

and

**Teamsters Local Union No. 542
Affiliated with the
International Brotherhood of Teamsters**

Re: Drug Testing Policy

6.14 Suspension or Revocation of License

6.14.1 In the event an employee suffers a suspension or revocation of licensure and or the right to drive the Company's equipment for any reason, the employee must notify the Company before their next report to work. Failure to comply will subject the employee to immediate discharge.

6.14.2 If such suspension or revocation comes as a result of the employee complying with the Company's instruction, which results in a succession of size and weight penalties or because the employee complies with the Company's instructions to drive Company's equipment which is in violation of the Department of Transportation regulations relating to equipment or because the Company's equipment did not have either a speedometer or a tachometer in proper working order and if the employee has notified the Company of the citation for such violation as above mentioned, the Company shall provide employment to such employee at not less than the employee's regular earnings at the time of such suspension of the entire time period.

6.15 Controlled Substances Testing

6.15.1 The parties have agreed that the procedures as set forth in Section 6.17 and 6.18 shall be the methodology for all testing and will be modified only in the event that further federal legislation or Department of Transportation regulations require revised testing methodologies or requirements during the term of this Agreement. To the extent that a subject is not covered by this Article the appropriate regulation shall control.

6.15.2 Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

6.15.3 The provisions of FMLA and or the related State medical leave provisions will apply to all employees requesting enrollment in rehabilitation program following a positive drug test. Employees may use the Aramark Uniform and Career Apparel, LLC employee Assistance Program, a Union sponsored program, as well as any other referral service in choosing an approved program for treatment.

6.16 Employees Who Must Be Tested

6.16.1 Aramark Uniform and Career Apparel, LLC employees subject to Department of Transportation mandated drug testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a commercial driver license (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies. Any employee who drives a tractor-trailer and is on the qualified (CDL) driver list is also subject to DOT mandated testing.

6.16.2 In addition to testing mandated employees, controlled substance testing will be part of pre-qualification conditions for Route Sales Representative (RSR) employment, and those persons transferring to a (CDL) driver position. Or other classification type positions that are considered “safety sensitive” are subject to being tested for controlled substances before being accepted into such a position.

6.16.3 Employees who are not subject to DOT mandated drug testing, are also subjective to testing as provided herein. The substances for which testing shall be conducted, and cut-off levels thereto, shall be consistent with those listed for the DOT-covered employees. This provision also applies to testing conducted pursuant to rehabilitation and after-care programs.

6.17 Testing

6.17.1 Because of the consequences that a positive test result has on the employee, Aramark Uniform and Career Apparel, LLC will employ a very accurate, two-stage testing program. Urine samples will be analyzed by a highly qualified independent laboratory which is certified by the Department of Health and Human Services (HHS). All samples will be testing according to DOT drug testing requirements. Validity testing for the presence of adulterants shall be conducted on all specimens per HHS requirements.

6.17.2 The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or drug classes:

6.17.3	Substance	Initial Test Level (ng/ml)
--------	-----------	----------------------------

Marijuana Metabolites	50
Cocaine Metabolites	300
Opiate Metabolites	2000
Phencyclidine	25
Amphetamines	1000

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

6.17.4 All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cut-off values listed. The following cut-off levels shall be used to confirm the presence of drugs or drug metabolites:

Substance	Confirmatory Test Level (ng/ml)
Marijuana Metabolite (1)	15
Cocaine Metabolite (2)	150
Opiates:	
Morphine	2000
6-Acetylmorphine (3)	10
Codeine	2000
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine (4)	500

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoyllecgonine
- (3) Test for 6-AM when morphine concentration is greater than or equal to two thousand (2000) ng/ml.
- (4) Specimen must also contain amphetamine at a concentration greater than or equal to two hundred (200) ng/ml before reporting methamphetamine positive.

In the event the initial urine test indicates a positive response, the confirmatory test must be done. These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

6.18 Laboratory Testing

6.18.1 All laboratories selected by Aramark Uniform and Career Apparel, LLC for analyzing Controlled Substances Testing will be HHS certified.

6.18.2 Testing procedures will be performed as part of Pre-qualified practices, after defined DOT and Aramark Uniform and Career Apparel, LLC's Safety manual as reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing or other random testing as provided in this document and as follow-up testing for post drug rehabilitation.

6.19 Pre-Qualification Testing

6.19.1 Controlled substance testing will be part of Aramark Uniform and Career Apparel, LLC's regulated pre-qualification conditions for (CDL) driver positions as well as any other safety sensitive position.

6.20.2 Applicants will be advised in writing prior to the applications process that pre-qualification testing will be conducted to determine the presence of controlled substances. Applicants will be required to acknowledge in writing an understanding of this request before they receive an application.

6.20 Reasonable Cause Testing

6.20.1 Upon reasonable cause, Aramark Uniform and Career Apparel, LLC will require an employee to be tested for the use of controlled substances.

6.20.2 Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need of a fitness-for-duty medical evaluation.

6.20.3 The employee's conduct must be witnessed by a least two (2) supervisors, if available. The witness(es) must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) confronts an employee, a Union representative shall be made available upon the employee's request. If no steward is present, the employee may select another employee to represent him/her.

6.20.4 Documentation of the employee's conduct shall be prepared and signed by the witness(es) within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier.

6.20.5 At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed by the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning

letter, offered an opportunity for rehabilitation as set forth in this document, and the employee will be required to otherwise satisfy the requirements imposed by the DOT regulations regardless of the employee's position. However, if there is a second occasion where reasonable cause testing results in a positive urine test, the employee will then be subject to discharge.

6.21 Non-DOT – Reasonable Cause:

6.21.1 In the event an employee (not covered by DOT) is tested, such test will be performed under the same procedures and requirements as those set forth in this document as DOT covered employees. In the event the test result is positive, as set forth, above, it shall be considered a dischargeable offense.

6.22 Post-Accident Drug Testing

6.22.1 DOT mandated drivers will be required to submit to a drug test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;
2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;
3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

6.22.2 Non-DOT mandated drivers or other employees working for Aramark Uniform and Career Apparel, LLC may be required to submit to drug testing if there is a reasonable suspicion of drug usage or reasonable cause to believe that an employee has been operating a vehicle and or equipment while under the influence of drugs, or reasonable cause to believe the employee was a fault in the accident and drug usage may have been a factor or if the accident meets or exceeds the Aramark Uniform and Career Apparel, LLC minimum threshold of a reportable accident.

6.22.3 Employees are required to submit to such testing as soon as possible, but in all events within thirty-two (32) hours. Upon request of the employee Union representation will be made available.

6.22.4 It is not the intention of this language to prohibit any employee from the leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

6.22.5 The result of a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state, or local requirements, and that the results of the tests are obtained by the Company.

6.23 Random Testing

6.23.1 Random Employee Selection:

6.23.2 The procedure used to randomly select employees for drug testing, in compliance with the U.S. Department of Transportation Regulations, will be a computer program specifically intended for such an application.

6.23.3 The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. Similarly employees who work in a position deemed to be safety sensitive shall be subject to random testing on a separate list by market center. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by each region or by market center as provided above.

6.23.4 For verification purposes and to cover absences, the computer shall print the following lists within the state of California for each testing period:

1. An alphabetical total pool list of employees in the Market Center, and
2. A Market Center list of employees shall be printed from the random list in the order in which they are computer selected.

Note the Company may increase the pool size to include employees in other Market Centers with California State.

6.23.5 An absent employee whose name appears on the primary list on the random test day must be testing upon return to work immediately upon notification provided he/she returns prior to the next selection period. The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the Regional Labor Relations Director, the lists will be made available for review by Local Union representatives and company labor relations Directors to verify the proper application and use of the lists in the random testing system.

6.23.6 The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

6.23.7 The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

6.24 Notification

6.24.1 Aramark Uniform and Career Apparel, LLC employees that are subject to random drug testing will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

6.25 Rehabilitation and Testing After Return to Duty/SAP and Company Duties.

6.25.1 A positive test specimen as a result of a DOT, pre-qualification or random test will result in a rehabilitation opportunity. An employee whose test results are reported to the Medical Review Officer by the HHS certified laboratory and who has been contacted by the Medical Review Officer or his/her designee, has seventy-two (72) hours to contact the Medical Review Officer to review the test results. If the review time schedule is not met, then the Medical Review Officer (MRO) may report to Aramark Uniform and Career Apparel, LLC Management that the test is verified as positive. If neither Aramark Uniform and Career Apparel, LLC nor the MRO, after making all reasonable efforts, is able to contact the employee within ten (10) days from receiving the laboratory results, the test will be considered an uncontested positive test result. If the Medical Review Officer determines a specimen is positive, then the employee will have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional and then up to fifteen (15) days to enter the rehabilitation treatment center after approval of a leave of absence under FMLA and or similar applicable State Medical leave provisions. Aramark Uniform and Career Apparel, LLC will follow the final recommendations of the Substance Abuse Professional as the appropriate after-care protocol and post rehabilitation unannounced drug testing.

6.25.2 The employee will be permitted to return to work after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment and the employee has provided a negative drug test result, as per cut-off levels contained in Section 6.17 or Section 6.40 of this Article, as applicable, and/or an alcohol test with an alcohol concentration less than 0.02.

6.25.3 It is understood that if the grievance procedure is utilized, contractual time limits on disciplinary action will be suspended pending the outcome of the employee's request for rehabilitation and successful completion of the program.

6.26 Substance Abuse Professional (SAP)

6.26.1 Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker,

employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Company interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT qualification training, safety sensitive positions and continuing education requirements.

6.27 The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;
2. Referring the employee to an appropriate education and/or treatment program;
3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;
4. Providing the Company with a follow-up drug and/or alcohol testing plan for the employee; and
5. Providing the employee and Company with recommendation for continuing education and/or treatment.

6.27.1 Follow-up testing shall consist of at least six (6) tests in the first (1st) twelve (12) months following the employee's return to duty. The one (1) year period may be extended as necessary by written verification of the Substance Abuse Professional.

6.28 Company Responsibilities

6.28.1 Prior to allowing an employee to return to duty, after the employee has tested positive for the presence of controlled substances or has refused to submit to a drug test, the Company shall:

- A. Ensure that the employee is "drug free," based on a drug test that shows no positive evidence of the presence of a drug or a drug metabolite in the employee's system.
- B. Ensure that the employee has been evaluated by a Substance Abuse Professional (SAP) for drug use or abuse.

- C. Ensure and confirm with the Substance Abuse Professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated.

6.29 Disciplinary Action

6.29.1 Employees may be subject to discipline up to and including discharge as provided below if they test positive for drugs specified elsewhere in this document.

1. Reasonable Cause Testing

- a. A positive test is a dischargeable offense unless the Union and the Company expressly agree to a lesser penalty. Any such agreement will not be precedent setting.
- b. Refusal to submit to a reasonable cause drug test is a dischargeable offense.

2. Post-Accident Testing

- a. A positive test is a dischargeable offense.
- b. Refusal to submit to a post-accident drug test is a dischargeable offense.

3. Random Testing

- a. 1st offense – A positive test shall result in a warning letter (subject to successful completion of rehabilitation). **Provided such random testing is prior to the employee's normal start time i.e. the employee is not clocked in on duty**
- b. 2nd offense – A positive test is a dischargeable offense.
- c. Refusal to submit to a random drug test is a dischargeable offense.

4. Pre-qualification

- a. 1st offense – A positive test shall result is disqualification and subject to termination

5. Other Dischargeable Offenses

- a. Failure to successfully complete rehabilitation.

- b. A positive specimen as part of after-care drug testing.
- c. Failure to comply with after-care treatment plan.
- d. An adulterated or substituted specimen.
- e. Any points accumulation defined in the fleet manual that is equal to or greater than the level acceptable for employment.

6.30 Preparation for Testing

6.30.1 Pursuant to Department of Transportation regulations, the Company reserves the right to utilize on site or off site collection facilities.

6.30.2 Upon arrival at the collection site, an employee must provide the collection agent with: Photo identification issued by the Company or a federal, state, or local government;

6.30.3 If the employee arrives without the above-listed item, the collection agent should contact the Regional Labor Relations Director or Regional Safety Manager.

6.30.4 The standard DOT approved urine custody and control form will be supplied by the appropriate laboratory. This form must be used by all collection facilities and signed by the employee and the collection agent in the appropriate areas.

6.31 Specimen Collection Procedures

6.31.1 All procedures for urine collection will follow Department of Transportation guidelines to ensure an individual's privacy. An employee who gives reason to believe that he or she may have adulterated or substituted a sample will be required to provide a specimen under direct observation by the same gender collection agent. If it is determined that an employee has adulterated or substituted a sample, it shall result in the termination of his/her employment.

6.31.2 No unauthorized personnel will be allowed in any area of the collection site. Only one (1) controlled substances testing collection procedure will be conducted at a time, and the specimens can only be handled by the collection site person.

6.31.3 The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. The employee shall display the items in his/her pockets to the collection agent. If the employee requests it, the collection

agent shall provide the employee a receipt for his or her belongings. The employee may retain his or her wallet.

6.31.4 After washing his/her hands, the employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

6.31.5 The collection agent provides the employee with a new, sealed kit selected by the employee.

6.31.6 The employee will provide his or her specimen in a stall or otherwise partitioned area that allows for privacy. The Company agrees to recognize all employees' rights to privacy while being subjected to the collection process at all times and at all collection sites. Further, the Company agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Authorization for collection under direct observation will be in accordance with Department of Transportation regulations. All procedures shall be conducted in a professional, discreet and objective manner. Refusal to provide a specimen under direct observation when requested shall be considered a refusal to test and a terminable offense.

6.31.7 The employee shall be instructed to provide at least forty-five (45) milliliters of urine in the collection container. The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. A minimum of thirty (30) milliliters of urine shall be placed in the primary specimen container by the collection agent. The collection agent then must pour at least fifteen (15) milliliters of urine from the collection container into the second specimen bottle to be used for the split specimen. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual to drink fluids, not to exceed forty (40) ounces distributed reasonably over a period not to exceed three (3) hours or until a sufficient specimen is provided, whichever occurs first. (The original specimen, if any, should be discarded, unless it was out of temperature range or showed evidence of adulteration or tampering.)

If the individual is still unable to provide forty-five (45) milliliters of urine, he/she will be taken out of service and a medical evaluation will be conducted within five (5) business days by a licensed physician who has the expertise in this type of medical issue, and is approved by the Company to determine if there is a medical reason for the inability to provide a specimen. If it is not determined that there is a medical reason, the individual will be treated as having refused to take the test. If the employee fails for any reason to provide forty-five (45) milliliters of urine, the collection agent should contact a third party administrator (TPA) and either the Regional Safety and Health Manager or another Company designee.

6.31.8 The regulations specify the privacy procedures and the reasons to believe that a specimen has been adulterated which includes, but is not limited to, conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

6.31.9 In the event of suspected specimen adulteration, a second (2nd) specimen will be immediately collected under direct observation and the entire procedure should be repeated including initiation of a new custody and control form and separate packaging for shipping. If an employee refuses to provide a second (2nd) specimen, it shall be noted as a refusal to test and shall be a terminable offense.

6.31.10 The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

6.31.11 Specimen handling (from one (1) authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must be made to minimize the number of people handling specimens. Both specimen containers shall be sealed and then forwarded to an approved laboratory for testing.

6.31.12 When a return-to-duty or follow-up test is being conducted, the collection process may be observed. If observed, the observer shall be the same gender as the employee being tested.

6.31.13 When a test kit is received by a laboratory, the thirty (30) milliliter sealed urine specimen container shall be removed immediately for testing. The shipping container with the remaining sealed container shall be immediately placed in secure refrigerated storage.

6.31.14 If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated HHS approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to insure payment by the employee. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation option, the employee shall reimburse the Company for the costs of the second (2nd) confirmation test and handling and shipping charges before entering the rehabilitation program. For those employees who choose to have the second (2nd) tested, disciplinary action can only take place after the MRO verifies the first test as positive and the second laboratory confirms the presence of the drug. However, the

employee must be taken out of service once the first (1st) test result is verified as positive by the MRO while the second test is being performed. If the second (2nd) laboratory report is negative, the employee will not be charged for the cost of the second (2nd) test and will be reimbursed for all lost time. It is also understood that if an employee opts for the second (2nd) specimen to be tested, contractual time limits on disciplinary action are waived.

6.32 Specimen Shipping Preparations

6.32.1 After measuring temperature and visibly inspecting the urine specimen, the collection agent should tighten and seal the specimen shipping container.

6.32.2 The collection agent places a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

6.32.3 A double-pouch bag will be used for shipping, with one (1) side for the urine specimen and the other for paperwork.

6.32.4 The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

6.32.5 The collection agent places laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

6.32.6 The collection agent places the sealed specimen bag in the shipping box.

6.33 Medical Review Officer

6.33.1 Any person serving as a Medical Review Officer (MRO) for the Company must be a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition, the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

6.33.2 The MRO is responsible for performing the following functions, in addition to those specified in the DOT regulations:

1. Reviewing the results of Aramark Uniform and Career Apparel, LLC's drug testing program.

2. Receiving all positive and negative drug test reports as prescribed under the DOT regulations, and making all reports of drug test results to the Company.
3. Within a reasonable time, notifying an employee of a confirmed positive test result.
4. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation for the specimen's testing positive. The MRO shall perform the following functions as part of the review of a confirmed positive test result:
 - a. Provide an opportunity for the employee is discuss a positive test result.
 - b. Review the employee's medical history and relevant biomedical factors. An employee is allowed to use a controlled substance (except for any substance that prohibits driving or the operation of safety sensitive equipment) only when taken as prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.
 - c. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation.
 - d. Verify that the laboratory report and assessment are correct.
5. Processing an employee's request to test the split sample. Such testing will be conducted at the employee's expense.
The employee shall be reimbursed by Aramark Uniform and Career Apparel, LLC for any such expense should the retest provide a negative result. If a reanalysis is negative, then the MRO will declare the test canceled.

6.34 MRO Determination

6.34.1 If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the Company as a negative. If the MRO determines, after appropriate review, that there is not legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the appropriate member of management in accordance with DOT regulations.

6.34.2 Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular

confirmed positive drug test result should be cancelled. Under these circumstances, the MRO shall report that the test is cancelled.

6.34.3 Not later than seventy-two (72) hours after notification of a confirmed positive test result or refusal to test because of adulteration or substitution, an employee may submit a written or verbal request to the MRO for testing the split sample. The laboratory used must be certified by the HHS and must follow usual chain-of-custody procedures.

6.34.4 The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result which is negated by the second (2nd) test or as a result of the resolution of the grievance.

6.35 Record Retention

6.35.1 The medical review officer is the sole custodian of the individual test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results will be maintained for at least twelve (12) months. Aramark Uniform and Career Apparel, LLC shall maintain in a driver's qualification file only such information as required by the DOT to document compliance with the drug testing requirements. Records for employees that are not CDL drivers shall be maintained in an employee's file not less than twenty-four (24) months

6.36 Release of Drug Testing Information

6.36.1 The MRO shall inform the employee before beginning the verification interview, that the MRO could transmit to appropriate parties information concerning medications being used by the employee or the employee's medical condition only if, in the MRO's medical judgment, the information indicated that the employee may be medical unqualified under applicable DOT agency or Aramark Uniform and Career Apparel, LLC safety sensitive position rules.

6.36.2 In the event a grievance is filed as a result of a positive test, the Company shall obtain from the laboratory its records relating to the drug test. Upon receiving the records, the Company shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory of the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Company.

6.36.3 The Company agrees to notify the Union of any change of HHS approved laboratories used for drug testing, for whatever reason.

6.37 Paid For Time

6.37.1 Testing – Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their regular straight time hourly rate of pay in the following manner: Commissioned employees will be paid thirty (\$30) for each time they are selected and participate in a random test.

1. For all time at the collection site.
2. (a) If the collection site is reasonably en route between the employee's home and the Market Center, the employee is going to or from work, pay for travel time one (1) way between the Market Center and the collection site or the collection site to the Market Center; or

(b) For travel time both ways between the Market Center and the collection site, only if the collection site is not reasonably en route between the employee's home and the employee's Market Center.
3. If an employee is called at home to take a random drug test at a time when the employee is not en route to or from work, the employee shall be paid in addition to all time at the collection site, travel time both ways between the employee's home and the collection site with no minimum guarantee.

When an employee is on the clock and a random drug test is taken any time during the employee's shift, such time shall be included in the calculation of overtime.

6.38 Alcohol Testing

6.38.1 The parties have agreed that the procedures as set forth in Section 4 shall be the methodology for testing and will be modified only in the event that further federal legislation or Department of Transportation regulation required by regulation, revise testing methodologies or requirements during the term of this Agreement.

6.38.2 Where such regulations allow revised testing methodologies such modifications shall be subject to mutual agreement by the parties.

6.39 Employees Who Must Be Tested:

6.39.1 Aramark Uniform and Career Apparel, LLC employees subject to Department of Transportation mandated alcohol testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a Commercial Driver's License (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies. Any employee who drives a tractor-trailer and is on the qualified (CDL) driver is also subject to DOT mandated testing.

6.39.2 In addition to testing mandated employees, alcohol testing will be part of pre-qualification conditions for Route Sales Representative (RSR) employment, and those persons transferring to a (CDL) driver position. Or other similar classification type jobs that are considered "Safety Sensitive" are subject to being tested for alcohol before being accepted into such a position.

6.40 Testing:

6.40.1 Because of the consequences that a positive test result has on an employee, Aramark Uniform and Career Apparel, LLC will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT alcohol testing requirements. In the event that breath testing is not possible in such cases as reasonable cause, or post-accident, the Company has the right to use alternative methods that are approved by the DOT.

6.41 Screening Testing:

6.41.1 Initial screening test uses an Evidential Breath Testing (EBT) device to determine levels of alcohol. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for alcohol. The EBT must also be capable of distinguishing alcohol from acetone at the 0.02 concentration level, test an air blank, and perform an external calibration check.

Breath Alcohol Levels:

Less than 0.02 – Negative

0.02 and above – Positive (Requires Confirmation Test)

6.42 Confirmatory Test

6.42.1 All specimens identified as positive on the initial screening test, showing an alcohol concentration of 0.02 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate; is capable of assigning a unique and sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number, and the time of the test.

6.42.2 A confirmation test must be performed not sooner than fifteen (15) minutes after the screening test, but not more than thirty (30) minutes after the screening test.

6.42.3 The following cut-off levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels:

Less than 0.02 – Negative

0.02 to 0.039 – Positive/Out of service for twenty-four (24) hours from time of the test

0.04 and above – Positive/Out of service and referred to Substance Abuse Professional (SAP)

6.43 Types of Testing Required

6.43.1 Testing procedures will be performed as part of pre-qualified practices, after defined DOT or Aramark Uniform and Career Apparel, LLC reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing or other random testing as provided for in this document and as follow-up testing for post alcohol rehabilitation.

6.44 Reasonable Cause Testing

6.44.1 Upon reasonable cause, Aramark Uniform and Career Apparel, LLC will require an employee to be tested for the use of alcohol.

6.44.2 Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

6.44.3 The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witness(es) must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor confronts an employee, a union representative should be made available if requested by the employee. If no steward is present, the employee may select another employee to represent him or her.

6.44.4 Documentation of the employee's conduct shall be prepared and signed by the witness(es) within twenty-four (24) hours of the observed behavior.

6.45.1 Non-DOT Reasonable Cause Testing

6.45.2 Employees covered by this who are not subject to DOT mandated alcohol testing are subject to reasonable cause testing as provided herein.

6.46 Post-Accident Alcohol Testing:

6.46.1 DOT mandated drivers will be required to submit to an alcohol test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;
2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;
3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

6.46.2 Non-DOT mandated employees may be required to submit to alcohol testing if there is any reasonable suspicion of alcohol usage or reasonable cause to believe that an employee has been operating a vehicle or safety sensitive equipment under the influence of alcohol, or reasonable cause to believe the employee was a fault in an accident and alcohol usage may have been a factor. In the event the test result is positive, as set forth, above, it shall be considered a dischargeable offense.

6.46.3 Alcohol testing will be required after reportable accidents under the above conditions and employees are required to submit to such testing within two (2) hours of the accident, if possible and within eight (8) hours at the latest.

6.46.4 It shall be the responsibility of the employee to remain readily available for testing after the occurrence of a reportable accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until an alcohol test is performed under this section, whichever occurs first. Union representation will be made available provided the employee requests such.

6.46.5 It is not the intention of this language to prohibit an employee from leaving the scene of a reportable accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

6.47 Law Enforcement Testing

6.47.1 The result of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state, or local requirements, and that the results of the tests are obtained by the Company.

6.48 Random Testing – Random Employee Selection:

6.48.1 The procedure used to randomly select employees for alcohol testing, in compliance with the U.S. Department of Transportation regulations, will be a computer program specifically intended for such an application.

6.48.2 The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing to the Department of Transportation/Federal Highway Administration. Similarly all employees are subject to random testing on a separate list by market center. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by Market Center. The pool of employees selected randomly for controlled substance testing will also be the pool of employees selected of alcohol testing in compliance with DOT regulations. For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the Region, and
2. A Market Center list of employees shall be printed from the random list in the order in which they are computer selected.

6.48.3 An absent employee whose name appears on the random test list must be tested upon return to work immediately after notification, provided he/she returns before the next selection period. The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the Regional Labor Relations Director, the lists will be made available for review by Local Union representatives and company labor relations directors to verify the proper application and use of the lists in the random testing system.

6.48.4 The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

6.48.5 The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

6.48.6 An employee shall only be tested for alcohol while the employee is performing safety sensitive functions, just before the employee is to perform safety sensitive functions or just after the employee has ceased performing such functions.

6.48.7 Employees who are on long-term illness or leave of absence shall not be subject to testing.

6.49 Notification

6.49.1 Aramark Uniform and Career Apparel, LLC employees, subject to random alcohol testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

6.50 Rehabilitation and Testing after Return to Duty

6.50.1 If the Breath Alcohol Technician (BAT) determines a specimen is confirmed positive, then the employee will be removed from service and have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional (SAP) and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as provided by FMLA or similar State provided medical leave provision. Aramark Uniform and Career Apparel, LLC will follow the final recommendations of the Substance Abuse Professional (SAP), concerning the appropriate after-care protocol and post rehabilitation unannounced alcohol testing.

6.50.2 It is understood that if the grievance procedure is utilized, contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

6.50.3 The provision of FMLA or similar State provided medical leave provision will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the Aramark Uniform and Career Apparel, LLC Employee Assistance program, a union sponsored program, as well as any other referral service in choosing an approved program for treatment.

6.50.4 Follow-up testing shall consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. The one (1) year period may be extended as necessary by written verification of the SAP.

6.50.5 Company Responsibilities

6.50.6 Prior to allowing an employee to return to duty, after the employee has tested positive for an alcohol concentration higher than 0.02, or has refused to submit to an alcohol test, the Company shall:

- A. Ensure that the employee is "alcohol free," defined as less than 0.02, based on an alcohol test.
- B. Ensure that the employee has been evaluated by a SAP for alcohol use or abuse.

- C. Ensure and confirm with the SAP that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated.

6.51 Discipline

6.51.1 It is agreed that an employee will have a one (1) time rehabilitation opportunity for alcohol abuse, except as provided under Random Testing below. There shall also be a one (1) time rehabilitation opportunity for substance abuse.

1. Reasonable Cause Testing

An employee who is tested for Reasonable cause and who alcohol level is 0.02 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed a disciplinary offense under the terms of the supplemental agreement, the results of the test may be used in the support of the Company's disciplinary action.

A second positive test of 0.02 or above is a dischargeable offense.

A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing, and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

2. Post-Accident Testing

An employee who is involved in an accident for which the mandate requires post-accident testing must submit to such a test. A post-accident test of 0.02 or above is a dischargeable offense.

3. Random Testing

A positive test of 0.02 to 0.039 will result in the employee being taken out of service for twenty-four (24) hours and a warning letter shall be issued.

A second positive test of 0.020 to 0.069 or an initial positive test of 0.04 or above will result in the employee being taken out of service and a ten (10) day suspension shall be imposed. The employee will also be referred to a Substance Abuse Professional (SAP) for evaluation. If the SAP requires in-patient treatment and that in-patient treatment is the second (2nd) such treatment afforded the employee, the cost of such treatment will not be borne by the ARAMARK UNIFORM AND CAREER APPAREL medical plan.

A third (3rd) positive test of 0.02 or above after the employee was tested pursuant to the above levels will subject the employee to discharge.

4. Dischargeable Offenses

Other language to the contrary notwithstanding, the following may result in discipline up to and including discharge:

- A. Failure to successfully complete rehabilitation.
- B. A positive test, defined as 0.02 or higher, as part of post-care testing.
- C. Failure to comply with the after-care treatment plan.
- D. Possession of and/or consumption of an alcoholic beverage while on duty.
- E. Any test of an on-duty employee that measures at or above the state mandated DWI level. Should any state reduce the DWI mandated levels below 0.08, the Company and the Union agree to meet and re-negotiate section E of this Agreement.
- F. An employee's refusal to submit to a negotiated test.

Non-mandated employees shall be subject to a reasonable cause testing as outlined above.

In no circumstances under this Section shall suspension time run concurrently with any leave period.

6.52 Preparation for Testing

6.52.1 Pursuant to Department of Transportation regulations, the Company reserves the right to utilize on site or off site testing facilities. Under no circumstances shall the Company utilize Aramark Uniform and Career Apparel, LLC personnel to serve as a Breath Alcohol Technician (BAT).

6.52.2 Upon arrival at the testing site, an employee must provide the Bat with a photo identification.

6.52.3 If the employee arrives without the photo identification, issued by the Company, or a federal, state or local government, the BAT should contact the Regional Director of Labor Relations or the Health & Safety Manager.

6.52.4 A standard DOT approved alcohol testing form must be used by all testing facilities. The form used for non-DOT tests will contain the same information and procedures as the DOT form.

6.53 Specimen Testing Procedures

6.53.1 Procedures for alcohol testing will follow Department of Transportation guidelines to ensure an individual's privacy.

6.53.2 No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted at a time.

6.53.3 The employee will provide his or her specimen in a location that allows for privacy. The Company agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further the Company agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a BAT. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

6.53.4 The employee shall provide an adequate amount of breath for the EBT device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide to complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the Regional Safety and Health manager or Human Resources manager.

6.53.5 If an employee is unsuccessful in providing the requisite amount of breath, the Company then must have the employee obtain, within five (5) business days, an evaluation from a licensed physician chosen by the Company who has the expertise in the medical issues concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition

has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

6.53.6 If the physician is unable to make a determination that the employee was medically unable to provide a sufficient amount of breath, the employee will be regarded as refusing to take the test.

6.53.7 The BAT shall document any unusual behavior or appearance on the alcohol testing form.

6.54 Substance Abuse Professional (SAP)

6.54.1 Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Company interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

6.54.2 The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;
2. Referring the employee to an appropriate education and/or treatment program;
3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;
4. Providing the Company with a follow-up drug and/or alcohol testing plan for the employee;
5. Providing the employee and Company with recommendations for continuing education and/or treatment.

6.55 Record Retention

6.55.1 The Company shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur.

6.55.2 Each Company or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing;
2. Documentation of the Company's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;
3. Records of the training and proficiency testing of each BAT used in employee testing; and;
4. Any required log books.

6.55.3 The Company or its agent must maintain for two (2) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

6.56 Release of Alcohol Testing Information:

6.56.1 The Breath Alcohol Technician (BAT) shall inform the employee before testing that the Company will be notified if the confirmatory test is greater than 0.02, since the employee will be removed from service and considered medically unqualified to drive or operate safety sensitive equipment under DOT agency rules and regulations.

6.56.2 In the event that a grievance is filed as a result of a positive test the Company shall obtain records relating to the alcohol test. Upon receiving the records, the Company shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory or the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Company.

6.57 Paid For Time:

6.57.1 Testing – the employee will be paid their regular straight time hourly rate of pay in the following manner:

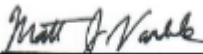
1. For all time at the testing site.
2. (a) If the testing site is reasonable en route between the employee's home and the market center, and the employee is going to

or from work, pay for travel time one way between the center and the testing site or the testing site to the market center; or

(b) for travel time both ways between the market center and the testing site only if the testing site is not reasonably en route between the employee's home and the employee's market center.

6.57.2 When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, all hours shall be included in the calculation of overtime. Commissioned employees will be paid thirty dollars (\$30) for each time they are selected and participate in a random test.

Aramark Uniform and Career Apparel, LLC



Matthew Varble
Director, Labor and Employee Relations

June 11, 2021

Date

TEAMSTERS LOCAL UNION 542



Flavio Grijalva
Business Representative

June 11, 2021

Date

LETTER OF UNDERSTANDING

By and Between

Aramark Uniform and Career Apparel, LLC

and

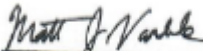
**Teamsters Local Union No. 542
Affiliated with the
International Brotherhood of Teamsters**

Re: BNSF Railway Company

In connection with the Company's effort to pursue business opportunities with BNSF Railway Company ("BNSF"), BNSF has insisted that the Company must agree to obtain a consumer report or an investigative consumer report on employees who will work on BNSF's account from e-VERIFILE.com/e-RailSAFE and/or its agents. The Union does not object to the Company's compliance with this requirement, subject to the Parties' understanding that consumer or investigate consumer reports will be used solely to determine an employee's eligibility to work on the BNSF account, and shall not be used for any disciplinary action or otherwise affect the employment status of any employee covered by the Parties' Collective Bargaining Agreement.

Aramark Uniform and Career Apparel, LLC

TEAMSTERS LOCAL UNION 542



Matthew Varble
Director, Labor and Employee Relations

June 11, 2021
Date



Flavio Grijalva
Business Representative

June 11, 2021
Date

LETTER OF UNDERSTANDING

By and Between

Aramark Uniform and Career Apparel, LLC

and

**Teamsters Local Union No. 542
Affiliated with the
International Brotherhood of Teamsters**

Re: Background Checks

In connection with the Company's effort to pursue and maintain business opportunities with current and/or potential clients, in the event that a current or potential client insists in writing that a "background check" be completed prior to, or as a requirement of continuance of service for, vendor(s) (i.e., for an ARAMARK employee's access to the client's facility), the Company will obtain a consumer or investigative consumer report regarding any such affected employee(s) authorized in writing. The Union does not object to the Company's compliance with this requirement subject to the parties' understanding that any such prescreening and resulting report will be used solely to determine an employee's eligibility to work on the current or potential account, and shall not be used for any other reason whatsoever, including, but not limited to, disciplinary action, or otherwise affect the employment status, terms and conditions of employment, of any employee covered by the parties' Collective Bargaining Agreement. If, on the basis of any prescreening and/or resulting reports from such process, any client restricts or otherwise denies an ARAMARK employee access to the client's facility for any reason, such employee shall have the right (i) to receive a copy of such prescreening and resulting reports, upon request; (ii) to notice of the name, address and phone number of any employment screening company or consumer or investigative consumer company that generated the information; (iii) and to challenge the validity and/or interpretation of such data, and the conclusions or recommendations drawn therefrom through the grievance procedures set forth in the parties' Collective Bargaining Agreement; (iv) in the event that an employee is disqualified from continuing to service an account due solely to not meeting the requirements related to a customer required "background check" as noted within this Letter of Understanding and subsequently the business is transferred to another route, the employee shall be compensated as provided in his/her Collective Bargaining Agreement related to transfer of business from established route(s).

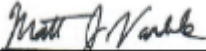
The Company hereby agrees and warrants that such prescreening shall comply with any and all applicable laws protecting privacy, civil rights and other such individual rights including but not limited to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Further, the Company agrees and warrants that it shall make all reasonable efforts to ensure that any private identifying information such as social security numbers will be protected and

that in any event, personal or private facts shall not be disclosed about the union member by the Company, its agents, or the client under any circumstances.

Any dispute or difference as to the interpretation, application or construction of this Letter of Understanding shall be subject to the grievance procedure of the parties' Collective Bargaining Agreement.

Aramark Uniform and Career Apparel, LLC

TEAMSTERS LOCAL UNION 542



Matthew Varble
Director, Labor and Employee Relations



Flavio Grijalva
Business Representative

June 11, 2021

Date

June 11, 2021

**Collective Bargaining Agreement Addendum
Related to Changes and Clarifications 2014 Negotiations
(Updated in 2021 Negotiations)
Aramark Uniform and Career Apparel, LLC
And
Teamsters Locals 542
Affiliated with the International Brotherhood of Teamsters**

During the 2014 negotiations, the parties engaged in an in depth process of reorganizing and making relevant changes to the Collective Bargaining Agreement (CBA) in doing so and as part of those negotiations, the parties have agreed to the following as an Addendum to the CBA. The foregoing will serve as clarifications, rights and responsibilities of the parties. In the event the Company fails to meet any of the requirements listed below, those actions will be considered a violation of the CBA and addressed through the grievance procedure.

- 1) Vacation may be taken at 8 hour intervals.
- 2) Discipline, other than termination, will be considered null and void nine (9) months after being executed.
- 3) Unless an employee is suspended pending investigation, any discipline must be applied within seven (7) days of the time the Company has or should have had knowledge. This period may be extended by mutual agreement between the Company and the Union.
- 4) In the event an employee is suspended pending investigation, such period shall not exceed fourteen (14) calendar days in a non-paid status, unless agreed by mutual agreement between the Union and the Company.
- 5) The parties agree to 3 tracks of discipline. (Attendance, Performance and Conduct)
- 6) Endeavor to utilize all their vacation life of CBA.
- 7) Meets minimum job requirements – related to the Seniority Article.
- 8) Current employees will continue to bank sick days for the life of this agreement.
- 9) 17.01 Alimony at 14 weeks. Alimony will remain at 17 weeks until February 23, 2023.

Aramark Uniform and Career Apparel, LLC

TEAMSTERS LOCAL UNION 542



Matthew Varble
Director, Labor and Employee Relations



Flavio Grijalva
Business Representative

June 11, 2021

Date

June 11, 2021

Date