

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

CORPORATE COFFEE SYSTEMS LLC

AND

LOCAL 804

***AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS***

Effective

March 1, 2018 - through February 28, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	SCOPE AND AGREEMENT	1
2	UNION SECURITY AND CHECK-OFF	1
3	UNION REPRESENTATION	2
4	GRIEVANCE PROCEDURE AND ARBITRATION.....	4
5	HOURS OF WORK/OVERTIME AND COMPENSATION	4
6	PROBATIONARY PERIOD.....	5
7	SENIORITY AND WORK ASSIGNMENTS	5
8	TERMINATION OF SENIORITY.....	6
9	MAINTENANCE OF STANDARDS	6
10	WORK BY NON-BARGAINING UNIT EMPLOYEES	6
11	MEAL PERIODS AND BREAKS.....	6
12	HOLIDAYS.....	7
13	VACATIONS	7
14	SICK AND PERSONAL LEAVE.....	8
15	DEATH IN FAMILY	9
16	JURY DUTY	10
17	UNIFORMS.....	10
18	BULLETIN BOARD	11
19	UNION INSPECTION PRIVILEGES	11
20	MANAGEMENT/EMPLOYEE RELATIONS	11
21	TOOLS.....	11
22	WAGES/INCENTIVES/BONUSES	11
23	HEALTH BENEFITS	12
24	401(K) PLAN.....	12
25	DISCIPLINE AND DISCHARGE	13
26	SALE/TRANSFER OF COMPANY	14
27	SANITARY AND SAFETY CONDITIONS.....	14
28	MANAGEMENT RIGHTS.....	14
29	NO STRIKE/NO LOCKOUT.....	15
30	VALIDITY/TERMINATION AND MODIFICATION	16
31	NON-DISCRIMINATION	16
32	SUBCONTRACTING	17
33	MISCELLANEOUS COMPANY BENEFITS	17
34	DURATION	17
	EXHIBIT "A"	18

AGREEMENT

This AGREEMENT is made effective March 1, 2018, by and between Corporate Coffee Systems LLC, having its business, address at 148 West 37th Street, New York, NY. 10018 (hereinafter referred to as the 'EMPLOYER'), and the International Brotherhood of Teamsters Local 804, having its offices at 34-21 Review Avenue, Long Island City, NY 11101 (hereinafter referred to as the "UNION").

ARTICLE 1 - SCOPE AND RECOGNITION

The EMPLOYER recognizes the UNION, pursuant to the certification by the NLRB in Case No 2-RC-22139, as the exclusive collective bargaining representative for all full-time and regular part time Technicians (hereinafter referred to as "EMPLOYEE/S") employed by the EMPLOYER within and out of its facility located at 148 West 37th Street, New York, NY, excluding all office clerical employees, sales persons, guards, professional employees, and supervisors as defined in the Labor-Management Relations Act of 1947, as amended.

ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF

1. It shall be a Condition of employment that all EMPLOYEES of the EMPLOYER who are members of the UNION in good standing on the effective date of this Agreement shall remain members in good standing. It shall be a condition of employment that all EMPLOYEES of the EMPLOYER who become members of the UNION during the term of this Agreement shall remain members in good standing. It shall be a condition of employment that all other EMPLOYEES of the EMPLOYER shall pay agency fees.

The obligations of this section shall become effective thirty (30) calendar days after the first date of employment or thirty (30) calendar days after the effective date of the Agreement, whichever is later.

EMPLOYEES who fail to pay the dues and initiation fees of the UNION (or, where applicable, who fail to pay agency fees) and who are thirty-one (31) calendar days in arrears in the payment of dues or initiation fees (or agency fees), upon written certification of this fact from the UNION to the EMPLOYER, shall be given ten (10) working days after receipt by the EMPLOYER of said certification to remedy the delinquency. The EMPLOYER shall dismiss any EMPLOYEE who fails to remedy the delinquency within the ten working days period.

2. The EMPLOYER will notify the UNION of all new hires, within fourteen (14) calendar days after the EMPLOYEE'S start date, furnishing the UNION with the new EMPLOYEE'S name, social security number, mailing address, wage rate, telephone number and the position for which he/she was hired.

3. In the event of any change in the law during the term of this Agreement, the EMPLOYER agrees that the UNION will be entitled to receive the maximum UNION security, which lawfully may be permitted.

4. If any provision of this Article is invalid under Federal Law or the law of any state wherein this Agreement is enforced, such provision shall be deemed modified to comply with the requirements of such law.

5. Upon receipt of duly executed authorization cards, EMPLOYER agrees to deduct from the pay of all EMPLOYEES covered by this Agreement all dues, initiation fees, and lawful assessments of the UNION. It is further agreed that the EMPLOYER shall remit such deductions to the UNION by the fifteenth (15th) day of the month following the month in which they were deducted. All authorization cards shall be voluntarily signed by the EMPLOYEES. Upon execution of this Agreement, and upon any change in the dues, fees or assessments, the UNION will notify the EMPLOYER of the appropriate amounts.

6. No more frequently than once a month, the UNION shall transmit to the EMPLOYER all authorization cards executed by EMPLOYEES who that month joined the UNION. On or before the last day of each month, the UNION shall submit to the EMPLOYER a list summarizing the check-off authorization cards transmitted. The EMPLOYER shall add to the list submitted by the UNION the names

of all regular new EMPLOYEES hired since the last list was submitted and delete the names of employees who are no longer employed.

7. CREDIT UNION: The EMPLOYER agrees to deduct certain specific amounts each payroll period from the wages of those EMPLOYEES who shall have given the EMPLOYER written notice to make such deductions and to remit amounts deducted to the applicable Credit Union, once each payroll period. The EMPLOYER shall not make deductions for those weeks during which the EMPLOYEE'S earnings shall be less than that amount authorized for deductions. The UNION hereby agrees to indemnify and hold the EMPLOYER harmless from any expense or liability that shall arise in connection with the EMPLOYER'S lawful action in complying with this Article.

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

9. The UNION shall indemnify and hold the EMPLOYER harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the EMPLOYER at the UNION'S request in seeking to fulfill the terms of this Article.

ARTICLE 3 – UNION REPRESENTATION

1. **Shop Stewards:**

(a) The EMPLOYER recognizes the right of the UNION to designate one Shop Steward and one alternate Shop Steward. The UNION shall notify the EMPLOYER in writing of the names of the Shop Steward and alternate Shop Steward and all changes when they occur.

(b) The authority of the Shop Steward and alternate Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- i. The investigation and presentation of grievances in accordance with the provisions of this Agreement and;
- ii. The collection of dues when authorized by appropriate UNION action and;
- iii. The transmission of such messages and information which shall originate with and are authorize by the UNION or its officers, provided such message end information.
 - A. Have been reduced to writing; or
 - B. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the EMPLOYER'S business.

(c) The Shop Steward and alternate Shop Steward have no authority to take strike action or any other action interrupting the EMPLOYER'S business, except as authorized by official action of the UNION. The EMPLOYER recognizes these limitations upon the authorized Shop Steward and the alternate Shop Steward, and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER, in so recognizing such limitation, shall have the authority to impose proper discipline in the event the Shop Steward Or alternate Shop Steward has taken unauthorized action, slowdown or work stoppage in violation of this Agreement. Such discipline may include discharge or suspension of the Shop Steward or alternate Shop Steward and shall be subject to

the discipline, discharge, and grievance procedure provisions of this Agreement.

(d) Recognizing the importance of the role of the Shop Steward and alternate Shop Steward in resolving problems or disputes between the EMPLOYER and its EMPLOYEES, the EMPLOYER affirms its commitment to the active involvement of the UNION Shop Steward and alternate Shop Steward in such processes in accordance with the terms of this Article.

(e) The Shop Steward or the alternate Shop Steward shall be permitted reasonable time to investigate, present and process grievances on the EMPLOYER'S property without interruption of the EMPLOYER'S operation. Upon notification to his/her supervisor, a Shop Steward or alternate Shop Steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow EMPLOYEE concerning grievances or discipline so long as such activity does not unreasonably interrupt the EMPLOYER'S operations. The EMPLOYER shall make a reasonable effort to accommodate the Shop Steward and alternate Shop Steward to ensure that its operations are not interrupted by the Shop Steward or alternate Shop Steward's engaging in such activity. The EMPLOYER shall not use interruption of its operations as a subterfuge for denying such rights to the Shop Steward or alternate Shop Steward. Should the Shop Steward or alternate Shop Steward need to investigate the grievance off site, the Shop Steward or alternate Shop Steward will request such permission from his/her supervisor. The parties will attempt to minimize disruption of the workday when arranging such off-site investigations.

(f) The Shop Steward and alternate Shop Steward shall be compensated for all time during their working hours performing the functions described in this Article. This shall not include time spent in arbitration proceedings. The Shop Steward and alternate Shop Steward will be granted leave without any prejudice to attend arbitrations, but shall not be compensated by the EMPLOYER for time not worked on such days.

(g) The EMPLOYER recognizes the EMPLOYEE'S (including the Shop Steward's and Alternate Shop Steward's) right to be given representation by a Steward, at such time as the EMPLOYEE reasonably contemplates disciplinary action. When requested by the EMPLOYEE, there shall be a Shop Steward, alternate Shop Steward or UNION representative present whenever the EMPLOYER meets with an EMPLOYEE concerning discipline. Investigatory interviews or grievances; and, when requested by the EMPLOYEE or UNION, there shall be a Shop Steward, alternate Shop Steward or UNION representative present whenever the EMPLOYER meets with an EMPLOYEE concerning grievances. If no Shop Steward or alternate Shop Steward is immediately available and the EMPLOYER has a demonstrable need to meet with an EMPLOYEE before the end of the workday or the beginning of the following workday, the EMPLOYEE will be provided access to a UNION business representative in the place of the Shop Steward or alternate Shop Steward. The UNION business representative will be made available as expeditiously as possible.

The EMPLOYER may inquire of an EMPLOYEE as to information necessary to avoid a customer service failure without a Shop Steward or alternate Shop Steward present, after affording the EMPLOYEE an opportunity to consult with the requested Shop Steward or alternate Shop Steward or, in the Shop Steward or alternate Shop Steward's Stead, a UNION business representative, in private by telephone, when neither the Shop Steward nor the alternate Shop Steward can be available within the time necessary to avoid the customer service failure. If no Shop Steward, alternate Shop Steward Or business agent is available for the telephone consultation in time to avoid the customer service failure, they may inquire of the EMPLOYEE as to the information necessary to avoid the failure.

(h) To the extent practicable, meetings at which the Shop Steward or alternate Shop Steward is to be present pursuant to the terms of this Article shall be held at the beginning or end of the work day at the EMPLOYER'S facility to avoid interruption of the EMPLOYER'S operations.

ARTICLE 4 - GRIEVANCE AND ARBITRATION

1. **Definition:** For purposes of this Agreement, a grievance is defined as any dispute, question or controversy concerning the meaning or application of this Agreement (unless otherwise pot subject to this grievance procedure and excluding jurisdictional disputes), a grievance may be raised by an EMPLOYEE, the UNION or the EMPLOYER and shall be subject to the following procedure:

Step 1: A grievance will first be discussed by the grievant, the Shop Steward or alternate Shop Steward, and the General Manager of the EMPLOYER or his designated representative. The grievance must be presented, in writing, within ten (10) working days after the alleged contract violation has occurred or been discovered.

Step 2: If a satisfactory settlement is not reached within five (5) working days after the grievance is presented in Step 1, a Union Business Representative and a member of senior management of the EMPLOYER shall meet and attempt to resolve the matter within ten (10) working days after the five (5) working day period expires.

Step 3: If the grievance remains unsolved after the Step 2 meeting, The UNION or the EMPLOYER may submit a demand in writing (within 10 days after the Step 2 meeting) with a copy to the other party to the American Arbitration Association (AAA) for time selection of an impartial arbitrator to resolve the grievance, pursuant to the rules and regulations of the association, Failure to submit a timely arbitration demand shall bar subsequent processing of the grievance. AAA must be notified upon demand for arbitration that all submitted arbitrators must be a member of the National Academy of Arbitrators.

The time limits specified in this Article may be extended by mutual agreement, which shall not be unreasonable withheld. Agreements to extend the time limit set forth in this Article -shall be put in writing.

The arbitrator shall have no power to add to, subtract from, or change any provision of this Agreement. The fees and expenses of the arbitrator and (he Association Shall be shared equally by the EMPLOYER and the UNION.

The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 5 - HOURS OF WORK/OVERTIME AND COMPENSATION

The normal hours of work, for full-time EMPLOYEES covered by this Agreement, shall be forty (40) hours per week, exclusive of meal periods.

A regular workweek shall be Monday through Friday.

1. Any full-time EMPLOYEE who reports for work shall be afforded the opportunity to earn no less than eight (8) hours of pay per day. Missed time because of lateness of no more than one (1) hour on the part of an EMPLOYEE shall be counted towards the guaranteed work opportunity (for example, an EMPLOYEE who reports to work one hour late shall be afforded the opportunity to earn no less than seven (7) hours pay per day). An EMPLOYEE who reports to work more than one and a half (1½) hours late may be sent home if there is no work available for the EMPLOYEE.

Paychecks shall be issued bi-weekly (weekly payroll runs from Sunday to Saturday). All EMPLOYEES shall be entitled to have their pay direct deposited.

2. Overtime pay at the rate of time and one-half (1½) of the EMPLOYEE'S regular straight time hourly rate shall be paid for all hours worked over forty (40) during a workweek.
3. The following days, when not worked, will not count as hours worked and will not be counted for overtime purposes: sick days, personal days and days used for jury duty or disability leave.

4. Starting times for all EMPLOYEES shall not be earlier than 7:00 am or later than 9:00am. EMPLOYEE start times may be changed by posting a new schedule the Friday before the change is to go into effect.
5. Prior to hiring any part-time EMPLOYEES, the EMPLOYER shall meet with the UNION to negotiate terms and conditions of employment for such EMPLOYEES. No part-time EMPLOYEE shall be hired until agreement on terms and conditions is reached with the UNION. If the parties are unable to reach agreement within thirty (30) days, the terms and conditions shall be determined through interest arbitration, the results of which shall be applied retroactively. Pending arbitration, the EMPLOYER may employ part-time EMPLOYEES pursuant to the terms and conditions submitted by the EMPLOYER to the arbitrator, however, no part-time EMPLOYEE shall work pending arbitration unless any full-time EMPLOYEE on lay-off shall refuse such part-time work because of a demonstrable business necessity. No full-time EMPLOYEE shall suffer any loss of earnings, including overtime, while the arbitration is pending because of the use of part-time EMPLOYEE(s) except where there is a demonstrable business necessity.

ARTICLE 6 - PROBATIONARY PERIOD

All new EMPLOYEES shall be probationary or temporary EMPLOYEES (hereinafter referred to as "PROBATIONARY EMPLOYEE/S") until their one hundred twentieth (120th) day of work, at which time they acquire seniority status; Prior to the one hundred twentieth (120th) day of work, a PROBATIONARY EMPLOYEE may be summarily dismissed by the EMPLOYER without challenge, but the UNION may represent such temporary or PROBATIONARY EMPLOYEES in the handling of grievances other than those relating to dismissal.

ARTICLE 7 - SENIORITY AND WORK ASSIGNMENTS

1. Seniority shall mean length of continuous service to the EMPLOYER in a job classification covered by this Agreement.
2. Seniority shall prevail in the assignment of work opportunities and in the layoff and recall of EMPLOYEES. As to assignment of work opportunities, seniority shall not apply when: (I) it is extension of an existing regular workday assignment; and (II) it results in unnecessary travel time when a more junior EMPLOYEE capable of performing the work is closer to the customer site. Seniority shall not apply if a customer requests a specific EMPLOYEE to service the customer's location.
3. EMPLOYEES may displace across job classification based upon seniority to avoid layoff, provided the EMPLOYEE can perform the available work.
4. The seniority date for an EMPLOYEE employed on the effective date of this Agreement shall be the EMPLOYEE's date of hire.
5. All EMPLOYER transferred employees that are transferred into positions covered by this Agreement shall become members of the UNION within thirty (30) days of transfer date.
6. All EMPLOYER transferred employees into the bargaining unit shall have their seniority dovetail into the present seniority list for all working purposes.
7. The EMPLOYER shall fill vacancies of EMPLOYEE positions by promoting existing EMPLOYEES.
8. The EMPLOYER shall fill vacancies by offering to promote existing EMPLOYEES unless no existing EMPLOYEE has the knowledge, skills, ability and satisfactory disciplinary record to

perform the requirements of the vacant position and no existing EMPLOYEE could be trained within a reasonable time. Seniority shall serve as the tiebreaker between equally qualified existing EMPLOYEES.

9. Newly promoted EMPLOYEES shall serve a probationary period of forty-five (45) calendar days in their new position at the rate of pay for the EMPLOYEE's prior job. If the EMPLOYEE successfully completes the probationary period, the EMPLOYER shall pay the EMPLOYEE at the rate of pay for the new job, including back pay for the probationary period at the higher rate applicable to the new job.

An EMPLOYEE who fails to complete the probationary period shall be eligible to return to the EMPLOYEE's previous position.

ARTICLE 8 - TERMINATION OF SENIORITY

An EMPLOYEE shall lose his or her seniority for any of the following reasons:

1. A voluntary quit;
2. Discharge for just cause;
3. Failure to return to work without good cause after a layoff within five (5) working days after being notified in writing to report to work, by certified mail return receipt addressed to his or her last known address. EMPLOYEES shall be obligated to furnish the telephone number and address to which they desire such notices to be directed, otherwise such notice will be sent to the EMPLOYEE's last known address;
4. Being on layoff for a period in excess of twelve (12) months;
5. Failure to report to work for three (3) consecutive working days without speaking directly to a supervisor or manager, except in cases when an EMPLOYEE is absolutely unable to use a telephone or otherwise contact the EMPLOYER;
6. Promotion to a supervisory or managerial position, unless the EMPLOYEE voluntarily requests to return to his or her bargaining unit position within ninety (90) working days of the promotion.
7. Nothing in this Agreement is intended to restrict any rights an Employee may have under the Family Medical Leave Act (FMLA) or the Americans with Disability Act (ADA) or similar applicable state or local law.

ARTICLE 9 - MAINTENANCE OF STANDARDS

The EMPLOYER agrees not to enter into any other agreement or contract, written or oral with EMPLOYEES covered by this Agreement, individually or collectively, which in any way conflicts with terms and provisions of this Agreement. Any such agreement or contract shall be null and void.

ARTICLE 10 - WORK BY NON-BARGAINING UNIT EMPLOYEES

Employees outside the bargaining unit, including supervisors, shall Not be permitted to perform work customarily perforated by the EMPLOYEES covered by this Agreement, except in cases of excessive absences and emergencies, or if the skills are not available among bargaining unit EMPLOYEES.

In addition, supervisors and managers may perform work as per past practice if all EMPLOYEES are working or have refused the work opportunity and no EMPLOYEE is on layoff, or if by special customer request.

ARTICLE 11 – MEAL PERIODS AND BREAKS

All EMPLOYEES shall receive a forty-five (45) minute unpaid lunch break between the hours of 11:00 a.m. and 2:00 p.m. Such lunch shall be scheduled by the EMPLOYER taking the operational needs of

the business and the requests of the EMPLOYEES into consideration. No work shall be performed on lunch breaks.

Any EMPLOYEE who elects to work through their lunch break with management's approval shall be paid one and a half (1 ½) time their hourly wage, provided the EMPLOYEE works forty (40) hours that week. Vacation and EMPLOYER recognized holidays will be counted as eight (8) hours worked during the week in question.

ARTICLE 12 – HOLIDAYS

In accordance with Corporate Coffee Systems Holiday Policy, the holiday calendar will include, but not necessarily be limited to:

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

*In addition to the above named holidays, the bargaining unit employee will be granted the same paid holidays, flex days and/or early closures as enjoyed by all other Corporate Coffee employees, paid in accordance with the CBA.

1. If any of the above days fall on a weekend, it shall be observed on the preceding Friday or the following Monday, whichever is appropriate.
2. Additionally, when offered, EMPLOYEES will select, by seniority, any additional paid Holidays.
3. An EMPLOYEE who works on any Holiday listed above, shall be paid one and one-half (1½) times their regular hourly rate for all hours worked or for four (4) hours, whichever is greater, in addition to holiday pay.
4. In order to receive Holiday pay, EMPLOYEES must work the regular scheduled workday before and the regular scheduled workday after the Holiday unless excused by the EMPLOYER for bona fide reasons satisfactory to the EMPLOYER (such as illness or accident evidenced by a written certificate of a physician), The EMPLOYER shall not unreasonably refuse to excuse EMPLOYEES in connection with scheduled workdays before or after Holidays.
5. In computing overtime pay, EMPLOYER paid Holidays shall not be considered as days worked.
6. In the event that a Holiday falls within an EMPLOYEE'S vacation period, the EMPLOYEE shall be granted an additional day of vacation pay, unless otherwise mutually agreed.

ARTICLE 13 – VACATIONS

<u>Years of Seniority</u>	<u>Weeks of Vacation</u>
1 Year	5 Working days
3 Years	10 Working days
5 Years	15 Working days
10 Years	20 Working days

1. Pay for vacations will be calculated forty (40) times the EMPLOYEE'S regular straight time hourly rate to be paid the payday prior to the EMPLOYEE'S vacation.

2. An EMPLOYEE shall be eligible for an additional week or weeks of vacation when they have worked past their 1st, 3rd, 5th and 10th employment anniversary date.

3. SCHEDULING OF VACATION:

Vacation will, as far as possible, be granted by the EMPLOYER at the time most desired by the EMPLOYEE. On the first workday in February of each year, EMPLOYEES shall be given the opportunity to submit their preferences for vacation for the remainder of the calendar year and for the January of the following year. Where more than one EMPLOYEE requests the same dates for vacation and the EMPLOYER cannot accommodate all requests for those dates because of operational needs, vacation shall be granted by seniority. Thereafter, EMPLOYEES may make vacation requests, which shall be considered and granted by the EMPLOYER in the order they are received, consistent with operational needs. The EMPLOYER shall give final responses on vacation requests within a week after the requests are made.

4. HOLIDAYS OCCURRING DURING VACATION:

In the event a Holiday falls within, an EMPLOYEE'S vacation period, the EMPLOYEE shall be granted an additional day of vacation pay, unless otherwise mutually agreed.

5. VACATION PAY FOR TERMINATED EMPLOYEES:

An EMPLOYEE who leaves the employment of the EMPLOYER for any reason, before taking their earned vacation or before receiving earned vacation pay, shall be paid for their earned, unused vacation on the next regular payday.

6. EFFECTIVE JANUARY 1, 2016 FOR NEW HIRES:

Effective January 1, 2016 the new Corporate Coffee Systems Vacation Policy will be applicable to all members of Local 804 that are employed by Corporate Coffee Systems for three (3) years or less as of 1/01/16.

- a. New hires must complete ninety (90) days of employment before using accrued vacation.
- b. Vacation is accrued monthly based on the rate of years of service as listed below. On the first day of each month the appropriate time will be added to your ongoing accrued amount. In order to earn the monthly accrual on the first (1st) day of each month, you cannot have more than ten (10) unpaid workdays in the prior month, unless an approved time off (i.e. current vacation, disability leave, worker's compensation leave, and an approved FMLA).

YEARS OF SERVICE	MONTHLY ACCRUAL RATE	YEARLY EQUIVALENT
Date of hire up to 5 th anniversary	.833 days per month	10 days
5 th to 10 th anniversary	1.25 days per month	15 days
10 th anniversary and beyond	1.66 days per month	20 days

c. The above new vacation policy does not lessen any benefit covered in this Agreement by and between Local 804 and Corporate Coffee Systems LLC, other than how vacation time is accrued for employees with three (3) years or less as of January 1, 2016.

7. All Associates (EMPLOYEES) may use their earned vacation in a minimum of half (½) day (four [4] hours) increments. Associates (EMPLOYEES) will be permitted to carryover a MAXIMUM of five (5) days into the new calendar year. Associates (EMPLOYEES) will not work while taking vacation time.

ARTICLE 14 - SICK AND PERSONAL LEAVE

1. Each EMPLOYEE in the bargaining unit as of November 1, 2004 is entitled to ten (10) paid days of sick/personal leave per calendar year, accrued as follows: five (5) days as of January 1, three (3) additional days as of July 1, and two (2) additional days as of October 1. Sick or

personal days not used between January 1 and June 30 may be used between July 1 and December 31 of the same calendar year. Sick or personal days not used between July 1 and September 30 may be used between October 1 and December 31 of the same calendar year.

Each EMPLOYEE entering into the bargaining unit after November 1, 2004 is entitled to seven (7) paid days of sick/personal leave per calendar year, accrued as follows: three (3) days as of January 1, two (2) additional days as of July 1, and two (2) additional days as of October 1. Sick or personal days not used between January 1 and June 30 may be used between July 1 and December 31 of the same calendar year. Sick or personal days not used between July 1 and September 30 may be used between October 1 and December 31 of the same calendar year.

2. Sick days shall be taken under this provision only for bona fide illnesses or injuries. After three (3) consecutive scheduled days taken as sick days, the EMPLOYER may request the EMPLOYEE to provide proof of illness or injury at the EMPLOYER'S discretion.
3. The EMPLOYEE must directly notify his or her supervisor by telephone or cell phone of his or her desire to take a sick day as early as possible before the start of his or her shift. A voicemail message by the EMPLOYEE does not satisfy this notice requirement. Should an EMPLOYEE fail to so notify his or her supervisor, and report to work without good cause, the EMPLOYEE will not be entitled to any sick pay but the day shall be deemed an unexcused absence and the EMPLOYEE may be subject to disciplinary action.
4. An EMPLOYEE seeking to take a personal day must request time off for personal reasons from his or her supervisor at least five (5) work days in advance of the requested time off, except in the case of bona fide illness Or injury to an EMPLOYEE'S spouse, parent, or child. In the latter circumstances, the EMPLOYEE must notify his or her supervisor by telephone or cell phone of the EMPLOYEE'S desire to take a personal day as early as possible before the start pf his or her shift. If an EMPLOYEE requests time off for personal reasons with less notice than required by this paragraph, the EMPLOYER may refuse to grant personal days in its discretion.
5. EMPLOYEE'S shall not abuse sick or personal leave. Abuse of sick or personal leave shall be grounds for discipline, up to and including discharge. No sick or personal days will be paid for any work absence for which an EMPLOYEE is eligible to receive worker's compensation.
6. Sick and personal pays shall be paid on the basis of eight (8) hours pay for each day of sick/personal leave.
7. Unused sick or personal days shall be paid at eight (8) hours per day during the second pay period of the next calendar year.
8. An EMPLOYEE who resigns with at least two weeks' notice shall be paid at the termination of his or her employment on the next regular payday for any unused sick or personal days.

ARTICLE 15 - DEATH IN THE FAMILY

1. In case of death of an EMPLOYEE'S immediate family member, the EMPLOYEE shall receive up to three (3) days off to make arrangements and/or attend the funeral or other mourning rite. Such days shall be paid in the same manner as sick days. Members of EMPLOYEE'S immediate family include the EMPLOYEE'S spouse, parents (including stepparents), children, brothers, sisters, grandparents, mother-in- law and father-in-law.
2. In case of death of an EMPLOYEE'S grandchild, sister-in-law, brother-in-law or uncles and aunts, the EMPLOYEE shall receive one (1) day off to attend the funeral or other mourning rite, such days shall be paid in the same manner as sick days.

3. PROBATIONARY EMPLOYEES shall be entitled to the bereavement leaves provided for in this paragraph, but without pay.
4. The EMPLOYEE must first notify his supervisor as soon as possible of the death in the family and the EMPLOYEE'S anticipated return date.
5. The EMPLOYER reserves the right to require proof of death in the family before paying for bereavement leave.

ARTICLE 16 - JURY DUTY

Should an EMPLOYEE be called for jury duty at any governmental level, including grand jury, the EMPLOYER shall pay EMPLOYEES for jury duty the difference between their regular straight time earnings and the amount of their jury pay for each day of jury duty, up to five (5) days, Such pay shall not exceed eight (8) hours per day for forty (40) hours per week.

EMPLOYEES are required to notify their Supervisors promptly after they receive notice of being called for jury duty. To receive jury duty pay, proof of actual jury duty service must be presented to the EMPLOYEE'S supervisor upon return to work. An EMPLOYEE placed "on call" or on "stand by" by a Court will work until being called to Court unless working would prevent the EMPLOYEE from complying with the directions of the Court, EMPLOYEES who fail to work after placed "on call" or on "stand by" when working would not prevent the EMPLOYEE from complying with the directions of the Court may be subject to discipline.

EMPLOYERS who fail to return to work the day after their release from jury duty may be subject to discipline.

ARTICLE 17 - UNIFORMS

The EMPLOYER will, without cost to the EMPLOYEE, furnish each EMPLOYEE with winter, summer, spring and fall uniforms and replace as needed thereafter, as listed below. The EMPLOYER shall provide the service of cleaning and maintenance of uniforms with no cost to the EMPLOYEE.

Winter

- Long-Sleeve Shirt
- Jacket and/or Vest
- Black Hat
- Black Pants

Spring, Summer, Fall

- Short-Sleeve Shirt
- Black Hat
- Black Pants

Work Boots

- At the beginning of each contract year, employees will be reimbursed up to one-hundred dollars (\$100.00) for the purchase of one (1) pair of EMPLOYER approved black work boots. A copy of the receipt must be provided in order to receive the full reimbursement. Employees must wear an EMPLOYER approved black work boot. Failure to wear work boots will subject employees to disciplinary action. Work shoes must provide safe, secure footing. Sneakers, sandals and canvas shoes are not permitted. Employees that have a medical necessity requiring them to wear a different type of footwear, must wear black footwear.
- In the first year of the contract, employees with receipts for employer approved black boots will receive up to one-hundred dollars (\$100.00) reimbursement for such footwear. Employees without a receipt will receive the fifty dollar (\$50.00) allowance.

ARTICLE 18 - BULLETIN BOARD

The EMPLOYER agrees to provide the UNION a bulletin board in suitable space at its facility. The bulletin board shall be used solely for the posting of UNION notices and announcement of UNION meetings. The bulletin boards shall be enclosed and locked. Only the Shop Steward, alternate Shop Steward and the manager shall possess the key to open the bulletin boards. There shall be no other distributions or posting by EMPLOYEES or the UNION of literature of any kind during work hours.

ARTICLE 19 - UNION INSPECTION PRIVILEGES

Authorized agents of the UNION shall have access to the EMPLOYER's facilities during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that this Agreement is being adhered to.

Authorized agents of the UNION shall give reasonable notice to the EMPLOYER of their intent to be present at the EMPLOYER'S facilities.

Visitations by UNION officials or the activities of the Shop Steward or alternate Shop Steward shall not unduly interfere with the operations of the EMPLOYER'S business.

ARTICLE 20 - MANAGEMENT/EMPLOYEE RELATIONS

The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and EMPLOYEES shall perform their duties in a matter that best represents the EMPLOYER'S interest.

The EMPLOYER shall not in any way intimidate, harass, or coerce any EMPLOYEE in the performance of his or her duties. The EMPLOYER will treat EMPLOYEES with dignity and respect at all times and the EMPLOYEES will treat the EMPLOYER with dignity and respect at all times.

ARTICLE 21 – TOOLS

The EMPLOYER shall supply all tools and equipment for the work to be performed by the EMPLOYEES. Any EMPLOYEE, who loses or damages the EMPLOYERS tools or any other EMPLOYER property, shall be subject to appropriate discipline or reimbursement to the EMPLOYER.

ARTICLE 22 - WAGES/INCENTIVES/BONUSES

1. Guaranteed Wages

The EMPLOYER guarantees that for the duration of the Agreement it shall pay each EMPLOYEE at least his or her current wage rate.

The EMPLOYER at its discretion reserves the right to give wage bonuses in addition to the Annual Wage Increase.

2. Wage Increases

Effective March 1, 2018 — Increase wages for all non-probationary employees on the payroll by forty-five cents (\$0.45) per hour. This increase is retro-active to March 1, 2018.

Effective March 1, 2019 — increase wages for all non-probationary employees on the payroll by forty-five cents (\$0.45) per hour.

Effective March 1, 2020 — Increase wages for all non-probationary employees on the payroll by fifty (\$0.50) per hour.

Starting rate for current probationary employees, effective March 1, 2018 will be thirteen dollars (\$13.00) per hour. Starting rate for probationary employees, effective December 31, 2018 will be

fifteen dollars (\$15.00) per hour. Any March 1st wage increase shall be in addition to any wage increase which may be required under the State of New York minimum wage law.

3. Annual Year - End Bonus

In addition to the guaranteed wage increases described in paragraph (2), each EMPLOYEE will be eligible for Annual Year-End Bonus, based upon an appraisal for a performance incentive bonus. PROBATIONARY EMPLOYEES who have not yet completed their initial probation period as of the time of their appraisal will not be eligible to be paid a bonus. When an EMPLOYEE comes off his or her probation period, that EMPLOYEE will receive a pro-rated performance bonus for the period from the date the EMPLOYEE obtained seniority.

4. It is agreed that the EMPLOYER'S performance appraisal criteria, the performance rating assessed by the EMPLOYEE'S supervisor, and the amount of the EMPLOYEE'S performance based bonus shall not be subject to the grievance or arbitration procedures set forth in Article 4 of this Agreement. An EMPLOYEE, however, may appeal only his or her overall performance rating in accordance with the following performance rating appeal procedure:

- (a) An EMPLOYEE who objects to his or her overall performance rating may, with his or her Shop Steward or alternate Shop Steward, discuss the rating with the supervisor that assessed the rating within five (5) days.
- (b) If the EMPLOYEE is not satisfied with the reasons of his or her supervisor, the EMPLOYEE, with his or her Shop Steward or alternate Shop Steward, may appeal to the Technical Operations Ambassador.
- (c) If the EMPLOYEE is not satisfied with the Technical Operations Ambassador's determination, he or she may appeal the determination to the Vice President of Operations. The determination of the Vice President of Operations shall be final and binding.

5. Payment of Wages

All wages shall be paid by check, direct deposit, pay card or other means available provided by the EMPLOYER, provided that EMPLOYEES who elect direct deposit or pay card also consent to receive an e-statement.

ARTICLE 23 - HEALTH BENEFITS

EMPLOYEES will become eligible to enroll into the Corporate Coffee Systems LLC sponsored health insurance plan(s) on the first (1st) of the month following the month the employee completes sixty (60) calendar days of employment.

Each EMPLOYEE will be entitled to select either:

- A. Individual coverage - Employee to pay single rate
- B. A plan that will require the EMPLOYEE to contribute to the premium in accordance with the policy of Corporate Coffee Systems. This plan can cover the EMPLOYEE'S dependents as well.

ARTICLE 24 - 401(K) PLAN

The EMPLOYER shall continue to provide all EMPLOYEES with the option of contributing to the Corporate Coffee Systems 401(k) Plan.

The 401(k) plan will be in accordance Corporate Coffee Systems company policy. If the EMPLOYER intends to change the 401(k) plan mid contract, they will send thirty (30) days' notice in writing to the Union and copy it to the Union via e-mail. The EMPLOYER agrees to meet with the UNION to discuss the plan changes.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

1. It is agreed that the right to discipline any employee is retained by the EMPLOYER. The EMPLOYER will impose discipline only for just cause.
2. For discipline situations that are appropriate for progressive discipline such as attendance problems or minor job performance issues, the progressive steps shall be:
 1. First Written Warning
 2. Second Written Warning
 3. Final Written Warning and Suspension
 4. Termination

The above steps will not be followed in instances where the employees' behavior or actions warrant a shorter process.

All progressive disciplinary actions will become inactive nine months after the most recent progressive disciplinary action (i.e., 1. An employee receives a First Written warning on February 1st. The employee has no further disciplinary action in the next nine months. On November 1st the First Written Warning will become inactive. 2. An employee receives a First Written Warning on February 1st. The employee receives a Second Written Warning on August 15th and a Final Written Warning/Suspension on November 1st. The First Written Warning, the Second Written Warning, and the Final Written Warning/Suspension will remain active in the employees file for nine months from the date of the Final Written Warning /Suspension, if the employee has no further disciplinary action for nine months, all three (3) disciplinary actions will become inactive on July 1st).

Employee(s) at Step 3 of the progressive disciplinary process (Final Written Warning/Suspension) that go six (6) consecutive months without receiving another disciplinary action, will receive a one (1) day suspension instead of termination, prior to termination.

The EMPLOYER reserves the right to exercise its discretion to follow this protocol in all other instances.

3. In cases of repeated or severe misconduct, employees may be discharged without prior notice, Examples of severe misconduct include, but are not limited to the following:
 - a. Unauthorized possession, use, sale, or distribution of alcoholic beverages on EMPLOYER or client premises; while at work or during the work day;
 - b. Possession, use, Sale or distribution of illegal drugs or other controlled substances while at work, or during the work day;
 - c. Theft or proven dishonesty;
 - d. Insubordination; (the failure to follow the specific directions of management);
 - e. Fighting;
 - f. Falsification of records including, but not limited to personnel records, job applications, and U.S. work authorization forms.
4. Attendance issues shall be considered on a separate disciplinary track from other issues.
5. The EMPLOYER shall furnish a copy of each warning notice to the employee with another copy to the UNION.
6. The EMPLOYER'S Human Resources office shall, at reasonable times and at reasonable intervals, upon the request of an EMPLOYEE, permit that EMPLOYEE to inspect his or her personnel file during regular office hours, and with an EMPLOYER representative present. This inspection shall be permitted within a reasonable period of the EMPLOYEE'S written request, provided this falls within regular business hours. EMPLOYEEES are not permitted to remove any part of the personnel file.

7. A copy of all written disciplinary notices shall be given to and signed by either a Union Representative or the EMPLOYEE. Signing of the notice shall not be deemed an admission of wrongdoing, but shall simply be an acknowledgement of receipt. Reasonable efforts shall be made to present the disciplinary notice to the EMPLOYEE with as much privacy as is practicable under the circumstances. Notices of warning or discharges will be forwarded to the UNION.

ARTICLE 26 - SALE OR TRANSFER OF COMPANY

In the event of sale or other transfer of all or part of the EMPLOYER, including but not limited to, EMPLOYER'S assets, receivables, customer's, rights, interests, or good will, either directly or indirectly, it is agreed that the EMPLOYER shall give immediate notice to the UNION upon execution of the purchase and sale agreement, or its equivalent, or if by note, upon reaching of agreement in principle of the sale or transfer.

The EMPLOYER shall not be relieved of any indebtedness as of the time of sale or other transfer to the UNION, its EMPLOYEES, or the Funds.

The EMPLOYER shall not sell or otherwise transfer all or part of the company, including, but not limited to, company assets, receivables, customers, rights, interests, or good will, either directly or indirectly with the intent of evading its obligations under this Agreement.

If the EMPLOYER goes Out of business or leaves Manhattan, it will provide severance to Its EMPLOYEES who are not hired by a successor employer under the following conditions:

- a. All EMPLOYEES with at least one (1) year of employment with the EMPLOYER will be eligible for severance.
- b. For each complete year of employment, the EMPLOYER will receive one (1) week's pay.

ARTICLE 27 - SANITARY AND SAFETY CONDITIONS

The EMPLOYER shall keep its premises in a clean and sanitary condition and make reasonable provisions for the safety and health of its EMPLOYEES.

No EMPLOYEE shall be required to lift, transport, or otherwise handle more than sixty (60) pounds. In cases requiring lifting, transporting, or otherwise handling any materials or objects weighing more than sixty (60) pounds, the EMPLOYER shall provide an appropriate lifting/transportation/handling device(s).

All EMPLOYEES shall have access to a locker room and be provided with an employee locker. The EMPLOYER may solicit EMPLOYEES to volunteer to clean the locker room. Time cleaning the locker room shall be hours worked and shall be compensated at the EMPLOYEE'S regular rate or overtime, as appropriate. If more than one (1) EMPLOYEE volunteers, the work shall be assigned by company seniority except that the EMPLOYER may assign a junior volunteer to clean the locker room to avoid overtime. If no EMPLOYEE volunteers for this assignment, the EMPLOYER may assign EMPLOYEES who are not occupied performing their regular tasks, If no EMPLOYEE is otherwise available, the EMPLOYER may require EMPLOYEES to perform the work on a rotating basis in inverse seniority order, The EMPLOYER shall provide all necessary materials for cleaning the locker room, Willingness to volunteer to clean the locker room shall not be a consideration in terms of any employment decision, including, but not limited to, level of compensation, promotion, or discipline.

ARTICLE 28 - MANAGEMENT RIGHTS

1. The EMPLOYER retains solely and exclusively (a) all rights, powers and authority to the extent not modified, abridged, or delegated by, or inconsistent with, this Agreement, Including, but not limited to, the following: to manage, direct, and maintain the efficiency of its business and personnel; upon notice to the UNION, to establish, maintain and amend job qualifications and performance standards and to test for same; to manage and control its facilities and operations; upon notice to the UNION, to discontinue work;

upon notice to the UNION, to shut down its facility or operations or any part thereof temporarily or permanently; upon notice to the UNION and in accordance with Article 27, to sell, lease, transfer or dispose of its facilities, businesses and/or operations; to direct the workforce; upon notice to the UNION, to increase or decrease the workforce and determine the number of EMPLOYEES needed; to hire, transfer, promote, demote, and maintain the discipline and efficiency of its EMPLOYEES; to lay off EMPLOYEES; to discipline and discharge EMPLOYEES for just cause; to establish work schedules, hours, days, and weeks of operation and workload; to specify work requirements; to require overtime work as determined by the EMPLOYER; to assign work; upon notice to the UNION, to adopt reasonable rules of conduct, appearance and safety, and to impose disciplinary penalties for violation thereof; to determine the type and scope of work performed; to determine the methods, processes, means and places of providing services or products; to purchase services or materials from any supplier whatsoever; upon notice to the UNION, to determine the location and relocation of facilities or parts thereof; and, upon notice to the UNION, all other rights, powers and authority necessary or appropriate to comply with Federal, State and local law governing employment, employment opportunity, and safety and health matters.

2. The EMPLOYER may inspect its own property and, when the EMPLOYER has reasonable cause to believe that an EMPLOYEE has taken company property without permission, to inspect EMPLOYEE lockers, bags, and purses on the EMPLOYER'S premises or, during working hours, bags and purses carried by the EMPLOYEE. The EMPLOYER shall post a prominent notice and distribute to EMPLOYEES and to new EMPLOYEES a notice stating that the EMPLOYER reserves the right to inspect its own property and EMPLOYEE lockers, bags and purses in accordance with this paragraph.

3. In all cases where exercise of these rights requires prior notice to the UNION pursuant to this Article, the EMPLOYER will, whenever possible, give the UNION at least thirty (30) working days' notice of any anticipated Change, except where this Agreement elsewhere sets forth a different notice requirement. When thirty (30) working days' notice is not possible, the EMPLOYER shall notify the UNION as soon as the EMPLOYER anticipates a change pursuant to an exercise of a right otherwise requiring at least thirty (30) working days' notice to the UNION pursuant to this Article.

4. If the EMPLOYER seeks to effect any change pursuant to this Article which results in a major change(s) in job content or in the creation of a new classification(s) of EMPLOYEE(S), the parties shall meet to negotiate new terms and conditions pertaining to the change(s), the effects of the change(s), or the creation of the new classification(s), including, but not limited to, new wage rates. Upon failure to agree, either party may invoke arbitration in accordance with this Agreement and the new conditions shall be determined through arbitration.

5. Prior to a change(s) in location of the EMPLOYER'S business or change(s) in operation that will result in a change(s) of domicile and/or possible layoff of EMPLOYEES, the EMPLOYER shall notify the UNION in writing at least thirty (30) days in advance of the anticipated change(s) and promptly thereafter meet with the UNION to negotiate new terms and conditions pertaining to the change(s) and the effect of the change(s). Upon failure to agree, either party may invoke arbitration in accordance with the Agreement or the new conditions shall be determined through arbitration.

6. The EMPLOYER shall not exercise its rights under this Article to evade its obligations under this Agreement.

ARTICLE 29 - NO STRIKE/NO LOCKOUT

The UNION agrees that it will not cause strikes, work stoppages, or any other interference with any of the operations of the EMPLOYER during the term of the Agreement, so long as the EMPLOYER abides by the procedure prescribed for the settlement of disputes and differences.

The UNION will not cause sympathy strikes during the term of this Agreement.

The EMPLOYER agrees that there shall be no lockout during the term of this Agreement, so long as the UNION abides by the procedure prescribed for the settlement of disputes and differences.

In the event that any EMPLOYEE within the bargaining unit engages in the above-described conduct without authorization from the UNION, the UNION agrees that it will immediately (after notification by the EMPLOYER) publicly disavow responsibility for the strike and order the striking EMPLOYEES to cease and desist from engaging in such activity and to return to work and otherwise cooperate with the EMPLOYER in terminating promptly such strike or work stoppage.

EMPLOYEES, including the Shop Steward and alternate Shop Steward, have no authority to take strike action or any other action interrupting the EMPLOYER'S business, except as authorized by official action of the UNION.

The EMPLOYER recognizes this limitation upon the EMPLOYEES and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitation shall have the authority to impose proper discipline in the event the EMPLOYEE has taken unauthorized action, slowdown or work stoppage in violation of the Agreement. Such discipline may include discharge of the EMPLOYEE and shall be subject to the discipline, discharge, and grievance procedure Provisions of this Agreement.

ARTICLE 30 - VALIDITY/TERMINATION AND MODIFICATION

In the event that any part of this Agreement or any provision herein contained should be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction or by reason of any rule or regulation or order of any presently existing or future created federal, state or municipal agency, such invalidation or threat to a part or portion of the Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect.

This Agreement constitutes the entire agreement of the parties. All understandings and agreements arrived at during the negotiations are set forth in writing herein.

No amendment, change or waiver of any provision of this Agreement shall be effective unless in writing signed by both parties.

This Agreement supersedes any previous agreements between the EMPLOYER, its EMPLOYEES and the UNION. The parties will not be bound by any past understandings, or practices. The parties agree that the relations between them will be governed by the terms of this Agreement, including any written amendments executed by the parties subsequent to the date of this Agreement.

ARTICLE 31 - NON-DISCRIMINATION

The EMPLOYER agrees not to discriminate against any individual with respect to hiring, compensation, and terms or conditions of employment because of such individual's race, color, religion, sex, age, disability, national origin or ancestry, or veteran status, nor will the EMPLOYER limit, segregate or classify EMPLOYEES in any way to deprive any individual EMPLOYEE of employment opportunities because of race, color, religion, sex, age, disability, national origin or ancestry, or veteran status, or engage in any other discriminatory acts prohibited by law, including, but not limited to, Title VII of the Civil Rights Act, and any other applicable federal, state, or local fair employment laws, rules or regulations or similar laws. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

Notwithstanding the EMPLOYEE'S right to contact federal, state or local agencies, it is the recommendation of the UNION that EMPLOYEES consider pursuing issues and concerns regarding matters covered by this Article first through the grievance procedure set forth in this Agreement.

ARTICLE 32 – SUBCONTRACTING

Bargaining unit work shall be performed by bargaining unit EMPLOYEES, except may be subcontracted after discussion with the UNION as provided below:

1. Where trained EMPLOYEES are not available and necessary training would require undue expense.
2. Where the EMPLOYER and the EMPLOYEES do not have the necessary equipment and acquisition of the necessary equipment would require undue expense.
3. Where the work to be performed involves machinery covered by a manufacturer's, sellers or lessor's warrantee or guarantee such that the performance of the work by the manufacturer, seller or lessor would be more cost effective. In such cases, only work covered by the warrantee or guarantee shall be subcontracted. In such cases, upon request, a copy of the warrantee or guarantee shall be provided to the UNION at the time of discussions with the UNION prior to subcontracting.
4. No bargaining unit EMPLOYEE shall be laid off as a result of any subcontracting.

ARTICLE 33 - MISCELLANEOUS COMPANY BENEFITS


The EMPLOYER shall recognize a technician of the month.

The EMPLOYER shall provide EMPLOYEES with metro-cards or an equivalent subsidy.

ARTICLE 34 – DURATION


This Agreement shall become effective on March 1, 2018 and shall continue in full force and effect through February 28, 2021 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the annual expiration date of any subsequent year.

**International Brotherhood of Teamsters
Local 804**



Alex Zelada

Corporate Coffee System, LLC



David Hout




EXHIBIT "A"

CRITERIA AND PROTOCOL FOR WEEKEND TECHNICIANS

The following criteria must be followed exactly for ANY tech that is on call for weekend emergency service.

1. Once you receive an e-mail on the designated service cell phone, you must respond within ten (10) minutes and reply to all recipients and confirm that you received the email.
2. You must call the contact and number that was given in the e-mail. Get as much information as possible and see if the issues can be resolved by talking them thru it on the phone.
3. If the service cannot be resolved over the phone, please let the contact know your ETA, and e-mail Peter D and Donn Luti that you are going to the location and your ETA. Your ETA should be no more than one hour (1 hr.).
4. Once at location e-mail the above that you arrived
5. Once service is complete e-mail the above that you are done.

Key Notes for weekend service:

- You must make sure the designated cell phone is charged and on by 6:00 AM.
- You must stay local and be able to arrive at the location no more than an hour.
- You must at least have a CCS uniform shirt on when you arrive at the location.
- There will spare parts, tools and a spare brewer at the location. If swap out is needed notify Peter D. You must fill out all proper paper work, and return it Monday morning to your Manager.
- If the email comes in after 5 pm, we should confirm receipt of the service call within an hour & make every effort to resolve the issue the same day, if we cannot resolve it the same day then we need to be at the customer 6:00 AM the following morning, Monday included.

Email Address:

Peter Daize pdaize@corpcofe.com
Donn Luti dluti@corpcofe.com

SALARY BREAK DOWN FOR WEEKEND SERVICE:

- One hundred dollars (\$100.00) to be on call from 6:00 AM to 5:00 PM for Saturday and Sunday.
- Forty dollars (\$40.00) round trip travel time if you need to go to location and service brewers.
- Salary-time and a half for as long as service is needed to have brewer operational.

Note if more than one service call is placed over the weekend you receive an additional forty dollars (\$40.00) for travel time.

Any Severe issues call:

Peter Daize 516-807-0559