

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**ARAMARK Sports, LLC at US BANK STADIUM**

**And**

**UNITE HERE UNION, LOCAL #17 AFL-CIO**

**July 1, 2017 to July 1, 2020**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	PURPOSE AND COVERAGE.....	1
2	RECOGNITION .....	1
3	UNION SECURITY AND CHECK-OFF .....	2
4	UNION RIGHTS.....	2
5	MANAGEMENT RIGHTS.....	3
6	NON-DISCRIMINATION .....	3
7	STRIKES AND LOCKOUTS .....	4
8	WAGES, HOURS OF WORK AND OVERTIME .....	4
9	BREAKS AND MEALS.....	5
10	UNIFORMS.....	6
11	SENIORITY AND SCHEDULING.....	6
12	GRIEVANCE AND ARBITRATION.....	8
13	DISCIPLINE AND DISCHARGE .....	10
14	VACATION .....	12
15	LEAVES OF ABSENCE .....	13
16	HOLIDAYS.....	14
17	HEALTH AND WELFARE .....	14
18	SUCCESSORS AND ASSIGNS.....	17
19	TERM OF AGREEMENT .....	17
	APPENDIX A – SCHEDULE OF WAGES .....	18
	APPENDIX B – DRUG AND ALCOHOL TESTING POLICY .....	21

## **AGREEMENT**

This Agreement is made and entered into by and between Aramark Sports, LLC at US Bank Stadium and/or its successors, hereinafter referred to as the "Employer", and the UNITE HERE, Local # 17 AFL-CIO, the duly authorized collective bargaining agent for the employees covered by this Agreement, hereinafter referred to as the "Union".

## **WITNESSETH**

In consideration of the mutual promises and covenants expressly stated herein, the Employer and the Union agree as follows:

### **ARTICLE 1** **PURPOSE AND COVERAGE**

1.1 Intent and Purpose – It is the purpose of this Agreement to assure the effective, efficient and economical operations of the Company; to assure excellent customer relations and service; secure and sustain maximum work effort of each employee covered by this Agreement; to maintain a harmonious relationship between the employees in the bargaining unit and the Company, to establish wages, hours and working conditions; to prevent strikes, slowdowns, and any other disturbances which interfere with or interrupt the provision of services; and, further, to set forth the entire agreement: between the Company, the Union, and the employees covered by this Agreement concerning rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

1.2 Coverage - For the purpose of this Agreement, the term "employee" shall cover all classified employees working in all food service, beverage service, stewarding, distribution, vending room, in seat vending, commissary, warehouse, and culinary department and the non-management hourly line supervisors/leads in each of these departments but excluding all managerial, supervisory and administrative employees as defined under the National Labor Relations Act, as amended.

1.3 Respect and Dignity – The Union and the Employer recognize that all employees in the hospitality industry are professional, deserving of the highest respect. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees, both Union and non-union. Further, the parties agree that the continued success of the business is dependent upon our mutual respect for one another's work.

### **ARTICLE 2** **RECOGNITION**

2.1 Union Recognition – The Company agrees to recognize the Union as the sole and exclusive bargaining representative for and on behalf of its employees in the wage classifications listed "Appendix A" employed at US Bank Stadium, Minneapolis, Minnesota with respect to wages, hours of work, working conditions and other conditions of employment.

2.2 No Individual Agreements – The Employer agrees not to enter into any contract or agreement with the employees hereunder, individually or collectively, which conflicts with the terms and provisions herein.

2.3 Complete Agreement – The express provisions of this Agreement constitute the complete collective bargaining contract, which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of employment. This Agreement can be added to, detracted from, altered, amended or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

### **ARTICLE 3**

#### **UNION SECURITY AND CHECK-OFF**

3.1 It is hereby understood and agreed by and between the parties in consideration for services provided by the UNITE HERE Local 17, as the formally recognized representative of the employees classified herein, that all such employees shall be obligated as a condition of continued employment, to remit for each event worked a work permit fee in lieu of regular union dues or monthly union dues to UNITE HERE Local 17, 312 Central Avenue, Suite 444, Mpls, MN. 55414. No employee shall be required to become or remain a member of the Union. However, payment of the work permit fee shall be required of each employee as a condition of employment.

3.2 The Employer agrees to deduct Union work permit fees per event worked from each employee, to be remitted to the Union each month. The total Union work permit fees shall not exceed current Union monthly dues in any calendar month. The Employer shall request an individually signed authorization for said work permit fees deductions from each employee at the time of hire or first event worked. Forms for said authorization shall be furnished by the Union. The Union agrees to refund to each employee any amount received in excess of the standard initiation fees and/or dues, in accordance with its policy.

3.3 Temporary workers, including those from temporary employment agencies shall pay appropriate work permit fees in order that they might work.

3.4 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the provisions of this Article.

3.5 Notification to the Union – The Union shall be supplied, upon request, with names and addresses of all employees who have completed their probationary period.

### **ARTICLE 4**

#### **UNION RIGHTS**

4.1 Access – Union representatives and officers shall be privileged to visit the premises of the Employer, generally non-working areas, and at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall first notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

4.2 Records – Official representatives of the Union shall be permitted access to employment lists and payroll records of employees subject to this Agreement, in order to verify a specific wage

calculation or work permit fees/Union dues remittance.

4.3 Union Notices – The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all Union communications in a conspicuous area frequented by employees.

4.4 Union Buttons – All employees shall be permitted to wear their official Union and/or official steward button.

4.5 Conventions of Labor – The Employer agree to grant the necessary time off without pay not to exceed seven (7) days to any employee elected or delegated to attend a labor convention, not to exceed two (2) employees. The Employer will not be obligated to schedule replacement shifts for employees attending such conventions.

4.6 Union Stewards – The Employer recognizes the right of the Union to conduct an election or select from among the employees who are covered by this Agreement to handle such Union business as may from time to time be delegated to him/her by the Union. The name of such steward(s) shall be reported to the Employer. The Union shall designate the areas for which the steward is responsible. Union stewards employed by the Employer shall be required to fulfill their obligations to the Employer and to perform their job duties as any other employee covered by the Agreement and shall not interrupt employees while working.

## **ARTICLE 5** **MANAGEMENT RIGHTS**

The Employer and the Union specifically agree that management shall have the right to direct the work force and to determine the policies and methods of operating its facility, except as expressly limited by the specific provisions of the Agreement. Such management rights and responsibilities shall include, but not be limited to the following: the right to select the employees it will hire; the right to establish or revise work schedules; to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operation; to expand, reduce, alter, combine or transfer, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations; and to otherwise generally manage the facility, except as expressly restricted by the provisions of this Agreement, provided, however, the Union shall be notified of any new job classification.

## **ARTICLE 6** **NON-DISCRIMINATION**

6.1 No Discrimination. The Company and the Union agree that there shall be no discrimination against any individual with respect to all personnel actions, such as hiring, compensation, or other terms or conditions of employment because of such individual's race, color, religion, sex, national origin, and handicap marital status, status as to receiving public assistance, familial status, sexual orientation or age.

6.2 Gender. The use of the male or female gender in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees, regardless of sex.

## **ARTICLE 7 STRIKES AND LOCKOUTS**

7.1 No Strike – Employees represented by the Union shall not engage in any strike, sit-down, slow-down or work stoppage during the life of the Agreement. Neither the Union or any officers, agents or other representatives of the Union shall, directly or indirectly, authorize, assist, encourage or in any way participate in any strike, sit-down, slow-down or work stoppage during the life of this Agreement or during the negotiations for the renewal thereof.

7.2 No Lockout- The Company agrees not to engage in any lockout during the terms of this Agreement or during the negotiations for the renewal thereof.

## **ARTICLE 8 WAGES, HOURS OF WORK AND OVERTIME**

8.1 Minimum Rates – Wage rates contained in this Agreement shall prevail during the period of this Contract. In consideration of merit, employees may be paid in excess of such rates.

8.2 No Reduction – The Company agrees that any employee receiving more than the minimum scale of wages shall not be reduced to the minimum scale of wages for their primary job classification as result of the signing of this Agreement.

8.3 Call Offs and Cancellations - Employees must call in four (4) hours before their start time if they are calling off work and failure to do so will subject the employee to discipline. When cancelling or reducing staff, the Employer shall notify the employee no less than two (2) hours before the start of their shift. Employees not notified shall be entitled to four (4) hours report in pay. Vendors shall be paid their average commission

8.4 Report-In-Pay - The minimum scheduled shift or report-in-pay shall be four (4) hours. However, employees may volunteer to leave earlier if any event is slow or undersold. If an employee receives approval from management to leave early, the minimum guarantee shall not apply. Report in pay shall be paid at the employee's regular rate of pay. Vendors shall be paid their average commission for call-offs/cancellations as described in 8.3. Unscheduled vendors who arrive for unscheduled work are not eligible for any report-in or call-off compensation.

8.5 Overtime – Employees shall receive overtime pay at one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in a work week.

8.6 Scheduled Overtime – Scheduled overtime shall be assigned to employees on the basis of classification seniority. Unscheduled overtime beyond the control of the Company shall be at the Company's discretion with regard to operational needs.

8.7 No Pyramiding – There shall be no pyramiding of overtime pay under this Article or any other Articles contained in this contract.

8.8 Mandatory Meetings – Employees attending mandatory meetings and training sessions called by the Company shall be paid at a minimum of two (2) hours. All employees shall be paid

the Minneapolis minimum wage per hour for mandatory meetings and trainings.

8.9 New Classifications – When the Employer establishes a new job classification within the scope of this Agreement, the rate of pay for the new job classification shall be subject to negotiation with the Union. If the parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedures.

8.10 Shortage and Breakage – Employees handling money are responsible for keeping overages and shortages to an absolute minimum. No employee shall be held responsible for register or cash container shortages, unless adequate procedures have been established by the Company through which the employee is allowed to check monies in and out of his/her assigned register at the beginning and end of each period of work with said register; and provided further that the employee shall have sole access to his/her assigned register in the interim. The Company shall be responsible for establishing procedures for the handling of shortages and overages.

At no time shall an employee be charged for breakage, except when it is proven such breakage was done willfully or carelessly. Employees shall not have unauthorized deductions made from their checks for such business costs as walkouts, bad checks, addition errors, over pouring, cash register shortages or breakages.

8.11 Check Mailing - All wages shall be paid by paper check, direct deposit, pay card or other means available provided by the Company, provided that employees who elect direct deposit or pay card also consent to receive an e-statement. Employees who are paid by paper check will have the option to pick up their paycheck once a week during a specific time frame. If check is not picked up during that time frame, the check will be mailed to most current address on file. Employees will have the option of direct deposit.

8.12 Reporting to Work - Employees shall report to their designated clock-in area at their scheduled reporting time. If an employee reports to the clock in area more than thirty (30) minutes after his/her scheduled reporting time, the employee will forfeit the right to work the event and will be considered to have called off the shift per Article 8.3.

After clocking in, employees shall report to their designated work station in full uniform as soon as possible; but no later than twenty (20) minutes after scheduled clock in time at US Bank Stadium. Upon arrival, employee must sign in on the employee sign in sheet. Failure to report at their designated work station or signing in within the allowed time shall be subject to disciplinary action.

8.13 Classification Pay - Employees shall receive their classification rate of pay for all hours worked at an event. However, an employee assigned to perform work in a higher rate of pay classification shall be paid for all hours worked in an event at the higher rate of pay. Employees shall not experience a reduction in pay for work performed in lower classification rates on a temporary basis.

## **ARTICLE 9** **BREAKS AND MEALS**

9.1 All bargaining unit employees shall be entitled to one (1) paid fifteen (15) minute break every four (4) hours and meal at no cost. Meals will be provided at no cost to employees. The

Employer will provide an area for the Employee's to eat their meal including employee break room.

9.2 Employees will be provided an employee meal at no cost.

9.3 Managers and supervisors shall schedule breaks so they do not interfere with guest service. Breaks are not to be taken during peak times of business.

9.4 The Employer shall use its best efforts not to interfere with or disturb an employee's meal or break period (through direct personal contact, telephone, texting, radio page, or other method).

## **ARTICLE 10**

### **UNIFORMS**

Culinary Employees will receive a laundered coat and apron daily, but will be issued hat, name tag and a badge. All other employees will be issued their uniform. After issuance, uniforms become the responsibility of the employee for maintenance and care. If uniform parts require replacement, the employee is required to return the old parts in exchange for the new parts. The cost for the replacement of lost or damaged uniforms is the responsibility of the employee. The definition of damage is neglect (not normal wear and tear). Replacement costs for uniforms will be listed on the Uniform Agreement Form that employees will sign when they receive their uniforms each season.

## **ARTICLE 11**

### **SENIORITY AND SCHEDULING AND ASSIGNMENT OF WORK**

11.1 Seniority Definition – Seniority shall be based on events worked for seat vendors, concession workers, catering servers, bartenders and Suite attendants. Seniority shall be from date of hire for all Lead Cook, Cook, Prep/Pantry Cook, Utility Worker, Dishwasher/Steward, Grill Cook, Laundry/Uniform Attendant, Vending Room Manager, and Distribution Warehouse Worker. Seniority lists shall be updated and posted in each department, each year on March 1, and on August 1. There shall be one (1) seniority list in each of the classifications listed in Appendix A.

Where applicable, Core employees shall be scheduled first, with the greatest number of hours. The definition of an event is a revenue generating event, to include same day shift-set up (and not set-up the day prior or mandatory training days). Leads shall be assigned by management when needed and paid the Lead rate of pay.

Employees shall forfeit their seniority due to termination of employment or the acceptance of a non-bargaining unit position. If an employee who resigned is subsequently rehired by the employer, the employee will be placed at the bottom of the seniority list.

Barring a bona fide reason, workers who miss more than two (2) Vikings games in any one season, will be terminated.

11.2 Probationary Period - Newly-hired employees will be on probation for the first twenty (20) events that an employee works. Upon written notification to the union and the employee, the probationary period may be extended an additional five (5) events that an employee works. The Employer reserves the right to terminate any employee within the probationary period in its sole discretion. An employee who has not completed his/her probationary period shall have no recourse under this Agreement, including the grievance procedure set forth in Article 12 herein.



11.3 Scheduling - Availability forms will be handed out and made available before the first (1<sup>st</sup>) event of each season and will include all scheduled events at that time. If an employee fails to return his/her availability form by the first event of the season, the Employee will forfeit his/her right to work any upcoming events.

When events are booked after the availability forms were issued by the Employer, then Employees will be contacted and scheduled for said events in accordance with their seniority.

Additional Mandatory Events: Events occurring on December 25, December 31 or January 1 of any year of the Contract are mandatory games. Employees who have committed to work a mandatory event that they are subsequently cancelled from, shall be paid four (4) hours report in pay as stated in Article 8.4.

11.4 Same Start Date – In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the last name in alphabetical order. The employee that completes their probationary period first or the employee whose name is highest in alphabetical order shall be deemed the most senior.

11.5 Moving to New Seniority List – Employees moving to a new classification shall serve a ten (10) event trial period. Employees may revert to their former classification with no loss of seniority or the Employer may return the employee to their prior classification with no loss of seniority within the ten (10) event trial period. Employees moving to a new classification shall be at the bottom of the seniority list.

11.6 Definition – Core employees - shall be those employees who hold seniority in their primary job classification and † have full availability for work. \*The employer will determine the number of Core positions that will be available in each job classification and may adjust the number from time to time based on business conditions. Open Core positions shall be posted for a minimum of seven (7) days and awarded to employees based on seniority and ability to do the job.

The Employer will use its best efforts to have a minimum of seven (7) catering (including servers, bartenders, runners), six (6) cooks/pantry and two (2) warehouse employees designated as core employees. This is not a guarantee of Core employees. Only Core employees are eligible for health insurance, bereavement leave, jury duty, personal leave, FMLA leave and vacation.

11.7 Definition – On call employees - shall be those employees who work intermittently in the job classifications. All on call Catering employees will be scheduled to work in accordance with their respective classification seniority and their stated availability. On call employees shall be ranked by events worked and offered work on that basis.

11.8 Core Employees - It is mutually agreed that the employee be available to the Employer unless unable to work due to scheduled vacation, scheduled personal holidays, bona fide medical leave, FMLA leave, jury duty, or bereavement leave. Core employees will be allowed to request ten (10) unpaid Personal days off annually, with at least two (2) weeks' notice and management approval. Requests for personal days off will not be honored on event days which require thirty (30) servers. Such events shall be posted at least three (3) weeks prior to the day of the event, whenever possible.

Employees must be available for work when scheduled by Wednesday at 6pm for the scheduling week beginning eight (8) days later, barring provable illness, accident or other circumstances

beyond the control of the employee.

Core employees shall be scheduled to work the greater number of available hours and functions based on their seniority and shall be scheduled to up to forty (40) hours work before on call employees. All on call employees will be scheduled to work in accordance with their respective classification seniority and their stated availability.

Core employees shall be offered overtime work before on call employees.

Seniority for Core employees will be based upon the date the employee is selected, offered, and accepts Core status. Core employees, who lose their Core status or voluntarily give up their Core status and move to the on-call list, shall be placed on to the list based on their number of events worked.

Core employees shall be laid off and returned to work according to their length of service in their respective job classifications.

11.9 Call offs and Cancellations – All employees- When cancelling or reducing staff, the Employer shall notify the employee no less than two (2) hours before the start of their shift. Employees not notified shall be entitled to four (4) hours report in pay. Vendors shall be paid their average commission.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION**

12.1 Grievance - If any difference of opinion or dispute arises between the Employer, the Union and/or any employee who has completed his/her probationary period to this Contract concerning the performance of an obligation under the terms and provisions of this Agreement, an attempt will be made to resolve it under the following grievance procedure; provided, however, if the issue involves loss of wages, it must be raised in writing within seven (7) calendar days of the occurrence or of the delivery date of the paycheck.

Step 1 - The aggrieved employee shall first discuss the dispute with his or her Manager in an attempt to resolve the problem. The employee may request the assistance of the Union Steward/Representative if the employee so desires.

Step 2 - If no satisfactory resolution to the grievance is reached in Step 1, the Union shall, within seven (7) calendar days of the employee's discussion with his/her supervisor, file a written grievance with the authorized representative of the Company and will discuss it with him/her. Failure to file such written grievance within seven (7) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

Step 3 - If not settled at this conference, the Employer shall issue a decision in writing within seven (7) calendar days from the time such grievance meeting is adjourned.

12.2 Effect of Failure to Appeal – Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced.

During the processing of any grievance through the grievance procedure, the employees concerned, unless suspended or discharged by the Company, will continue to work under the conditions which gave rise to the grievance.

The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing.

12.3 Arbitration Procedure - If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, three (3) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised her/his strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of two (2) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation. The selection of the Arbitrator and the hearing shall be within sixty (60) days of the request for Arbitration, whenever practicable. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing.

The expenses of the Arbitrator shall be borne equally by the Union and the Employer, each Party bearing its own preparation and presentation expenses.

12.4 Final and Binding - Any decision reached at any stage of these grievance proceedings or by the Arbitration procedure shall be final and binding upon the Employer, the Union and the employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The Parties agree that such decision shall be enforceable in a court of law.

12.5 Arbitrator Limitations - The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute his/her judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

12.6 Award of Arbitrator - Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance unless otherwise mutually agreed in writing. Any back pay award shall be reduced by the amount of any compensation chargeable to the Company, i.e., worker's compensation, unemployment compensation, etc.

12.7 Contract Remedy - When an employee has any complaint, grievance or difference regarding the application of the terms and conditions of this Agreement it is agreed that the

grievant will use the grievance/arbitration procedure set forth above before attempting to take the matter elsewhere.

12.8 Employer/Union Grievances - Any grievance the Employer or Union may have raised within the time limits set forth in Step 2, shall be reduced to writing and submitted to the other Party's designated representative who will arrange a meeting according to the provisions set forth above. If the matter is not satisfactorily settled at this step, the grievance may be processed through the Arbitration Procedure hereafter.

12.9 Past Practice - The parties agree to recognize the standards as set forth in Elkouri and Elkouri, How Arbitration Works, in determining past practice grievance.

### **ARTICLE 13** **DISCIPLINE AND DISCHARGE**

13.1 Discipline and Discharge - The employer will discipline employees for just cause only. Discipline will normally be in the following form:

- a) Verbal Warning
- b) Written Warning
- c) Suspension/Final warning
- d) Discharge

Certain offenses are considered so serious that an employee may, at the discretion of the Employer, be discharged without the progressive discipline set forth above. In such cases, an investigation will normally be undertaken prior to disciplinary action.

It is further agreed that the Employer may discharge an Employee for violations of any of the following policies, per its Employee Handbook, that the Employer deems unacceptable, and which may result in disciplinary action up to and including termination, with or without any prior verbal or written warnings. Provided however, the progressive discipline set forth above need not be followed in the case of:

- (a) Fraud or theft of any type (including food & drink);
- (b) Gross Insubordination;
- (c) Drinking of alcoholic beverages before or during the hours of work, or on the premises, or unauthorized possession of alcoholic beverages on the premises;
- (d) Possession, use, sale or distribution of illegal drugs or other controlled substances;
- (e) Reporting for work in a drugged (except for prescription medication) or intoxicated condition;
- (f) Gambling in any shape, form or manner;
- (g) Falsifying your timesheet, punching in another employee, having another employee punch you in or tampering with a time record in any way.

- (h) Violations of Aramark's Sexual Harassment and/or Violence Free Workplace and Drug Free Workplace policies.
- (i) Failure to satisfactorily account for merchandise, tickets, money or property entrusted to the Employee, or to which he/she may have access as an Employee;
- (j) Violation of any law or regulation dealing with or concerning the sale of alcoholic beverages, including specifically the sale of beer to a minor or intoxicated person;
- (k) Unauthorized possession of Aramark currency outside the cash tray, with the exception of making change;
- (l) Possession of weapons on the premises at any time;
- (m) Violation of security procedures
- (n) Willful or negligent destruction of company and/or client property;
- (o) Violent or disorderly conduct or fighting.
- (p) Allowing unauthorized personnel to enter non-public areas. Including allowing another person into the stadium without a ticket.
- (q) Any unauthorized use, waste, removal and or attempted removal of company property to include food from the company or client's premises without authorization.

13.2 Written Notices - Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and signed by the employee. Such signature shall in no way be an admittance of wrong doing on the part of the employee. A copy of all such notices shall be given to the employee and the Union within one (1) business day upon issuance of such notices.

13.3 Suspensions and Discharges - Prior to termination for any single serious incident, there will be a suspension period, not to exceed five (5) days to allow for full investigation of the facts of the incident by the Employer. The count of five (5) days begins on the first business day after the incident or the suspension pending investigation is administered. An extension may be requested in writing and must be approved by the union and employee should extenuating circumstances exist.

13.4 Disciplinary Meetings - In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have an unpaid Union steward and/or Union Representative present. If the Union steward is present at the request of the Employer, the Union steward shall be paid for his/her time.

13.5 Right of Review - The Union shall have the right of review of any discharge of an employee who has completed the probationary period by following the grievance procedure of this Agreement.

13.6 Posting of Rules – The Company agrees to provide the Union with a copy of all rules and regulations. The Company will supply all employees with a copy of the rules and regulations at the

time of hire or upon request of any employee. Reasonable and adequate notice shall be given to all employees and Union of any changes to rules or policies.

13.7 Retirement of Warning Notices - Written warning notices shall not be used as a basis for discipline after a period of twelve (12) months.

13.8 Personnel Files - The Employer shall at reasonable times and at reasonable intervals, with reasonable notice, upon the written request of an employee, provide a copy of the employee's personnel file.

**ARTICLE 14**  
**VACATION**

14.1 Vacation Eligibility - To be eligible for the vacation benefit employees must be designated by the Employer to be a "core employee".

14.2. Vacation Hours Available For Use - Vacation hours will become available for:

<u>Year of Service</u>	<u>Vacation Earned</u>
1-4 Years	Forty (40) hours
5-9 Years	Eighty (80) hours
10+ Years	One hundred twenty (120) hours

Vacation may be accrued up to a maximum of one hundred twenty 120 hours. Employees will not accrue vacation unless they are below the maximum accrual.

14.3. Vacation Pay Rate –

Catering Employees	Base rate of pay per hour
All Other Employees	Regular rate of pay per hour

14.4. Scheduling and Requesting Vacation

- Vacation requests will be granted based on the organization's ability to honor the request, while continuing to maintain service levels.
- Employees must submit all vacation requests in writing to their department manager no earlier than four (4) weeks prior to the requested vacation date and no later than two (2) weeks prior to the requested vacation date.
- Vacation requests received will be granted by seniority on a first come first served basis.
- The department manager will notify the employee of the status of their vacation request within five (5) days of receiving the request.
- Once a request for vacation has been approved by the employer, the vacation dates shall not be changed unless by mutual consent by the employer and the employee.
- Employees may be required to utilize all but thirty (30) hours of vacation during FMLA leaves.
- Employees cannot work during vacation for double pay.

14.5. Vacation Pay Upon Termination - All earned and accrued vacation pay shall be paid upon termination.

**ARTICLE 15**  
**LEAVES OF ABSENCE**

15.1 Leaves for Injury and Sickness – Medical and Family Leave – Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position due to personal illness or injury. Provided, however, that employees who have completed their probationary period but have not yet worked at least one thousand forty hours (1,040) hours shall be granted unpaid personal medical leave up to a maximum of ninety (90) days. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis, consistent with the Family and Medical Leave Act.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days duration. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or for Family and Medical Leave Act leave taken to care for a family member with a serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day periods.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer with medical certification that they are fit to return to the duties of their job. The Employer will have up to seven (7) days after notification in which to reinstate the employee.

15.2 Parenting Leave – Employees shall be granted up to six (6) months unpaid child care leave in connection with the birth, adoption, or placement of a child in foster care. When possible, employees shall give the Employer at least thirty (30) days' notice before the date such leave is to begin.

15.3 Leaves for Personal Reasons – Employees shall be granted leaves of absence for extraordinary personal or family reasons, not to exceed six (6) months when such leave is requested in writing.

15.4 Military Leave – A regular employee who enters the Armed Forces of the United States shall have the right to reinstatement to his/her former position as may be required by law.

15.5 Leaves for Union Business – If an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue their seniority during the period of leave. Upon completion of service in the Union the employee shall be returned to their former job as provided in the Return from Leave Section provided the employee notifies the Employer of such a return within ninety (90) calendar days after completion of union service.

15.6 Return from Leave – Any employee returning from an authorized leave as set forth above shall return to their previously held job provided the job has not been abolished and the employee is qualified.

15.7 Seniority Accrual – Seniority shall continue to accrue during an approved leave of absence.

15.8 Bereavement Leave. All Core employees, exclusive of probationary, on-call or extra employees, are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an employee's immediate family. The immediate family shall include the employee's spouse, domestic partner, child,

foster or step child, mother, father, brother, sister, mother-in-law or father-in-law, Grandparents, and Grandchild. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave.

15.9 Coordinate with Applicable Laws – The Union and the Employer agree to follow all Federal, State and local laws, regulations and guidelines with respect to the administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law the terms of this Agreement shall prevail. All leaves taken under the terms of this Agreement shall run concurrently with any leave provided employees under Federal, State and local laws.

15.10 ESST - The Company will comply with the Minneapolis Earned Sick & Safe Time ordinance by funding a sick leave bank at one (1) hour per thirty (30) hours worked at the employee's regular rate of pay. The Company will allow the use of the employee's sick leave and vacation leave in accordance with the ordinance regulations. The parties agree to meet and negotiate any legislative changes to the ESST ordinance. The seat vendors will accrue sick leave at the current minimum wage rate.

## **ARTICLE 16** **HOLIDAYS**

16.1 Paid Holidays - All employees who work on any of the following Holidays, shall receive payment at the rate of one and one-half (1½) times their regular rate of pay for such Holiday work. Commissioned vendors shall be paid one hundred ten percent (110%) of their normal commission.

New Year's Day  
Thanksgiving  
Christmas Day  
Labor Day  
4<sup>th</sup> of July

16.2 Eligibility - Eligible employees are those who have completed their probationary period.

## **ARTICLE 17** **HEALTH AND WELFARE**

17.1. Employer Contributions: Effective July 1, 2016, the Employer under this Agreement agrees to remit not later than the twentieth (20<sup>th</sup>) day of the month following the preceding work month to the Local 17 Hospitality Benefit Fund, in order to provide benefits under the Fund, a total contribution of four hundred ninety dollars (\$490.00), or any subsequent monthly contribution established by the Trustees of the Fund, on behalf of all **core** employees who have completed and maintained the eligibility requirements established in Section 3 of this Article. The monthly premium contribution rate shall be adjusted to \$510.00 effective October 1, 2017.

Core Employees must choose whether to accept or reject the insurance benefits. The Employer shall provide to each new (and returning) employee an Enrollment Card on which the employee shall state the choice of accepting or rejecting the benefits. If there is no completed Enrollment



Card for a particular Employee, then the parties hereto agree that the Employee has chosen to accept the benefits, and the Employer agrees to submit corresponding contributions to the Fund. In order that the Fund may make a determination on Employee eligibility, the Employer agrees to provide the Fund with all hours paid on all Employees from first hour worked by all Employees.

The parties hereto agree that the Fund's Board of Trustees reserves the right to establish and adjust contribution rates required by Participating Employers in order to maintain the reserves necessary to assure the Fund's viability. If there is a contribution rate adjustment, then the Employer agrees to pay seventy-five percent (75%) of any monthly contribution increase and the Employees shall be responsible for twenty-five percent (25%) of any monthly contribution increase.

17.2. Employee Contributions: Effective July 1, 2016, Employees covered under the Plan must pay one hundred twenty-two dollars and fifty cents (\$122.50) (or any subsequent amount as required by the Trustees of the Plan), through authorized payroll deduction. Employees not having sufficient funds on their paychecks to cover this cost must pay the Employer the required amount for submission by the Employer to the Fund along with the Employer contributions. Employees not providing the Employer with their portion of the contribution as required may be dropped from the Plan and not eligible to participate until the next open enrollment period (October). The responsibility for providing the required co-payment to the Employer for submission to the Fund lies with the Employee. Employees will not be billed or given notification of insufficient funds on their paychecks. Neither the Fund nor the Employer assumes any responsibility for benefits or for claims made by any Employee who fails to make the necessary co-payment to maintain their benefits. Employees dropped from the Plan by failure to pay are not eligible for COBRA. The Employer shall not be obligated to make contributions on any Employee who fails to submit the required co-payment.

Effective July 1, 2017, the Company agrees to pay seventy-five percent (75%) of Cobra/self-pay coverage to the Employee's twenty-five percent (25%) if the Employee loses coverage due to a reduction of hours because of lack of work. The Company will not pay the coverage if the loss is due to the Employee's refusal to work available shifts.

17.3. Eligibility – Regular Status Employees are eligible for Fund benefits after they have worked three (3) consecutive months with seventy-five (75) hours per month. The Employee must designate on the Enrollment Card at the time of hire their option of accepting or rejecting benefits. Eligibility is maintained by working seventy-five (75) hours per month or more, thereafter, on a rolling three (3) month average.

\*\*The Employer agrees to pay the contribution amount in the fourth (4<sup>th</sup>) month following the Employee's third (3<sup>rd</sup>) work month of seventy-five (75) hours per month or more, as stated in Section 1. When payment is received in the fourth (4<sup>th</sup>) month, then the Employee's coverage will begin in the fifth (5<sup>th</sup>) month.

17.4. Employer Deductions –The Employer agrees to deduct the appropriate amount from the paycheck of any Employee who authorizes such deduction in writing to provide payment to the Fund for the Employee's contribution under either Section 2 or Section 5.

17.5. Self-Pay – All eligible Employees, as determined by Section 3 above, who fall below the required hours for Health and Welfare coverage or who terminate their employment shall be

permitted to submit to the Fund self-payments for up to the amount of time required under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (“COBRA”).

17.6. Dependent Care Reimbursement. Employees covered under the benefits of the Trust Fund are eligible for the “dependent reimbursement” paid by the Fund and established by the Trustees by making application to the Trust Fund.

17.7. Trustees - The Fund is administered by six (6) Trustees, three (3) Trustees to be selected by the Employers and three (3) to be selected by the Union. The Employer adopts the Fund’s Agreement and Declaration of Trust as of October 24, 1952, as revised and amended.

17.8. Collection of Delinquent Contributions

- (a) The provisions of the Fund’s Agreement and Declaration of Trust, as amended, are expressly incorporated herein and the Employer signatory to this agreement agrees to be bound by the provisions of said Trust agreement. The Employer further agrees to all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the trustees in administering such trust in accordance with the Trust Agreement and rules adopted.
- (b) The Employer hereby accepts as Employer trustees the present Employer trustees appointed under said Trust Agreement and all such past or succeeding Employer trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union trustees appointed under said Trust Agreement and all such past or succeeding trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
- (c) The payments required by this Article shall be made not later than the twentieth (20<sup>th</sup>) day of the month following the month in which the Employee worked.
- (d) In the event that an Employer fails or refuses to submit the contributions required by this Article, the Fund may bring an action in either federal or state court seeking legal and/or equitable relief. In any such action, the Trust Fund shall be entitled to recover from the Employer the following:
  - 1) The principal amount of the Employer’s delinquency;
  - 2) The attorney fees and costs incurred by the Fund in collecting the contributions;
  - 3) Such other legal or equitable relief as the court deems appropriate.
- (e) In bringing an action to collect contributions required by this Article, the Fund shall not be obligated to exhaust any contractual remedies such as the grievance procedures set forth in this Collective Bargaining Agreement.
- (f) In determining whether the Employers signatory to this Agreement are properly reporting and remitting payment in accordance with the provisions of this Article, the Fund is hereby authorized to examine the payroll and such other pertinent records of the Employer, as the Fund deems necessary. In conducting such an examination, the Fund

is authorized to review the payroll and other pertinent records of all bargaining unit Employees.

- (g) If any Employee's entitlement to the benefits provided by the Fund is suspended by virtue of a signatory Employer's failure to pay the contributions required by this Article, the Employer shall be directly liable to the Employee for the benefits to which the Employee would otherwise have been entitled

**ARTICLE 18**  
**SUCCESSORS AND ASSIGNS**

18.1 Successors and Assigns –This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part hereof is sold, leased, transferred or taken away by sale, transfer, lease arrangement, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this agreement or any part thereof, the Union shall be notified, in writing, no later than sixty (60) days before the effective date of any sale or transfer.

**ARTICLE 19**  
**TERM OF AGREEMENT**

This Agreement shall be in effect for a period of one (1) year commencing on July 1, 2017 and ending on July 1, 2020 and shall be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other certified mail of a desire to terminate, change or modify the Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this \_\_\_\_\_, day of \_\_\_\_\_, 2017.

UNITE HERE UNION LOCAL #17

Aramark Sports LLC

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**APPENDIX A**  
**SCHEDULE OF WAGES**

	Current Rate	7/1/17 Rate	7/1/18 Rate	1/1/19 Rate
Suite/Catering Attendant		(minimum wage)		
Suite/Catering Supervisor (Lead)	\$13.00	\$13.00	\$13.25	\$13.50
Suite Runners (for all-inclusive packages)	\$14.00	\$14.00	\$14.25	\$14.50
Catering Houseman	\$15.00	\$15.00	\$15.25	\$15.50
In-Seat Server		(minimum wage)		
In-Seat Runner (non-tipped)	\$14.00	\$14.00	\$14.25	\$14.50
In-Seat Bartender (service bartender)	\$16.50	\$16.50	\$16.75	\$17.00
Bartender	\$10.00	Min. Wage	Min. Wage	Min. Wage
Barback	\$12.00	\$12.00	\$12.30	\$12.65
Culinary Lead Cook	\$18.00	\$18.00	\$18.25	\$18.50
Culinary Cook	\$16.00	\$16.00	\$16.25	\$16.50
Culinary Prep/Pantry Cook	\$15.00	\$15.00	\$15.25	\$15.50
Utility Worker	\$13.50	\$14.00	\$14.25	\$14.50
Dishwasher/Steward	\$14.00	\$14.00	\$14.25	\$14.50
Cashier	\$13.50	\$13.50	\$13.75	\$14.00
Concessions Grill Cook	\$13.75	\$13.75	\$14.00	\$14.25
Concessions Stand Lead	\$15.00	\$15.00	\$15.25	\$15.50
Assistant Stand Lead	\$14.00	\$14.00	\$14.50	\$14.75
Stand Worker	\$13.50	\$13.50	\$14.00	\$14.25
Laundry/Uniform Attendant	\$14.00	\$14.00	\$14.25	\$14.50
Vending Room Manager	\$16.00	\$16.00	\$16.25	\$16.50
Distribution Warehouse Worker	\$16.00	\$16.00	\$16.25	\$16.50

\*The parties will re-open the Contract for the sole purpose of discussing the wage schedule effective July 1, 2019 to June 30, 2020.

\*The parties will agree to create a letter of understanding pertaining to the Super Bowl to be held on February 4, 2018.

## COMMISSION SCHEDULE

Food & Beverage Seat Vendor     eighteen percent (18%) of gross sales.

Food & Beverage Vendors shall be guaranteed a minimum of fifty dollars (\$50.00) per vendor, per ticketed event.

Suite Attendants : for all inclusive packages

Flat rate per suite. Suite attendants shall generally be assigned three (3) Suites per game/event. This is not a guarantee of 3 suites per game/event.

Game Day Suites, including the percent below of all add-ons, shall be pooled and divided equally. Any additional gratuities shall be the property of the serving person or persons in that Suite.

\$200 per Valhalla Suite	Plus 11% of all add-ons
\$200 per Norseman/Lounge Suites	Plus 11% of all add-ons
\$160 per all other Suites (including “norse suites”)	Plus 11% of all add-ons

The Flat Rates per Suite will increase five dollars (\$5) on July 1, 2018 and ten dollars (\$10.00) on July 1, 2019.

Add-Ons for NFL events: Pre-ordered items are not considered add-ons. This add-on rate shall increase to twelve percent (12%) effective July 1, 2018.

Club and Suite/Bartenders for NFL events: Bartenders working in locations where there is an all-inclusive alcohol/beverage package shall be paid the Bartender Rate plus one hundred dollars (\$100.00) per bartender, per ticketed event.

All other non-NFL events: Suite attendants/bartenders shall receive fifteen percent (15%) of all items ordered in the Suite/Lounge during each ticketed event, including pre-ordered items.

There will be no mandatory pooling for non-NFL events. All gratuities shall be the property of the serving person or persons in that Suite.

## ADMINISTRATIVE CHARGE DISTRIBUTION

Catering Banquet Servers/Bartenders Base wage plus fourteen percent (14%) administrative charge. On July 1, 2019 the administrative charge will increase to fourteen and one-half percent (14.50%).

\*Effective August 7, 2017, Runners will be added to the Catering Banquet Servers seniority list based on date of hire.

The applicable service charges generated will be separated between catered food functions and catered bar functions, which includes all alcoholic and non-alcoholic beverages available at the bar and distributed accordingly. The Catering servers pool shall include all wine/champagne or other alcohol that is poured at the table. The Catering bartenders pool shall include all beer/wine or other alcohol which is charged “on consumption”. The servers and Bartenders shall split the service charge 50/50 on all butlered alcoholic beverages when the bartender fills the glasses and the server’s butler the beverages. All butler passed beer/wine the servers shall be responsible for pulling all beer/wine products from the appropriate storage location as

designated by their supervisor, opening all beer/wine, pouring all beer/wine, and serving beer/wine and shall retain all of the associated admin fee.

\*\* Service charges generated by catered functions shall be pooled daily, divided based on hours worked, and paid weekly.

### **GRATUITIES**

Additional gratuities received by the Employer, in addition to the administrative charge, in the form of cash, check, credit card or added on to a direct bill, shall be distributed equitably to all employees working the particular function in which the gratuity was generated.

### **SERVICE CHARGE REVIEW**

Two (2) appointed service employees will be allowed to review the administrative charge distribution on a bi-weekly basis. The Employer shall provide BEO's, schedules, or time records requested for the sole purpose of verifying/answering any related questions.

## **APPENDIX B**

### **DRUG AND ALCOHOL TESTING POLICY**

This Drug and Alcohol Testing Policy is intended to be in accordance with Minnesota law and is intended to be consistent with the terms of the Collective Bargaining Agreement between Aramark and UNITE HERE LOCAL 17, effective August 1, 2016.

#### **OBJECTIVE:**

The Company strives to maintain a work environment free from the effects of drug and alcohol abuse for the protection of our customers, employees and the community.

The Company recognizes that alcoholism and other drug dependencies are behavioral/medical problems which can be treated.

#### **POLICY STATEMENTS:**

1. The possession, use, manufacture, transfer, or sale of illegal drugs during work hours, while operating a Company vehicle or on Company premises is prohibited. The Company premise includes all worksites, including parking facilities. Employees violating this provision may be terminated.
2. Employees are not permitted to work under the influence of alcohol or any illegal drug. Employees violating this provision are subject to disciplinary action up to and including termination.
3. Abuse of legally prescribed drugs or controlled substances, or over-the-counter drugs is prohibited because it may impair an employee's ability to perform his or her job responsibilities. Depending on individual circumstances, this abuse could result in termination.
4. Employees suffering from drug dependency are encouraged to seek medical treatment. The Company's representative may be contacted for referrals for evaluation and/or treatment facilities and the application of Company medical benefits for evaluation and treatment. No employee may suffer reprisals as a result of seeking help. If an employee feels he/she has suffered reprisals, he/she should report it to the Company's representative immediately and an appropriate investigation and action will take place.
5. Every employee will receive a copy of the Drug and Alcohol Testing Policy and will be required to sign an Acknowledgment Form, Attachment A, which will be kept in the employee's personnel file. In addition, the Company shall post notices in appropriate and conspicuous locations at each of its worksites that the Company has adopted a Drug and Alcohol Testing Policy and that copies of the Policy are available for inspection during regular business hours by its employees and job applicants.

6. An employee may be required to undergo drug and alcohol testing when at least two (2) supervisors (if feasible) have reasonable suspicion that the employee:
  - a) is under the influence of drugs or alcohol. Factors that may be considered in determining whether an employee is under the influence of drugs and alcohol include but are not limited to: evidence of repeated errors on the job, Company rule violation, and unsatisfactory time and attendance patterns, if coupled with specific facts and rational inferences drawn from those facts that indicate possible drug use; or
  - b) has violated the Company's written Policy Statements (numbers 1, 2, or 3 above); or
  - c) has had a personal injury while working or has caused a personal injury to another person; or
  - d) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles in a work-related accident.

Post-accident or injury testing will be conducted as soon as practical following the accident, but not later than thirty-two (32) hours following the accident.

7. Drug and alcohol testing will be accomplished by the collection of hair, urine, and/or blood. The screening of hair, urine, and/or blood samples will be performed by qualified and certified testing laboratories. Testing is done for alcohol and the following drugs and drug classes:

Marijuana metabolites, cocaine metabolites, the opiates morphine and codeine, phencyclidine (PCP, angel dust), and amphetamines (amphetamine and meth-amphetamine), and/or all other drug classes as described in Schedules I through V of Minn. Stat. Section 152.02.

The detection levels of confirmatory tests shall be those established under Minnesota Rules.

8. Every employee has the right to refuse to undergo drug and alcohol testing. Employees who refuse to undergo testing are subject to disciplinary action up to and including termination.
9. Any employee who tests positive shall have the right to explain the positive test result of a confirmatory test or request and pay for a confirmatory retest of the original specimen sample.
10. If a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test by the Company, the employee will be immediately suspended without pay. The employee can be reinstated upon participation in either a drug or



alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the Company after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. The cost for the evaluation will be paid by the Company. Costs for the recommended treatment will be the employee's responsibility. Employees who refuse to participate in the counseling or rehabilitation program or fail to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after the completion of the program, may be subject to termination.

11. An employee who is referred by the Company for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for up to one (1) year following completion of any prescribed chemical dependency treatment program. An employee testing positive during this period may be subject to termination.
12. A Medical Review Officer (M.R.O.) will review all test results. All positive test results shall be confirmed by a Gas Chromatography Mass Spectrometry analysis of the original specimen sample. The M.R.O. will review and interpret analytical (laboratory) results, validate the results scientifically, and determine if there is a legitimate medical explanation for a positive test result, and notify the Company of the results. The M.R.O. is a third party licensed physician with specialized knowledge of substance abuse.
13. The Company reserves the right to change or terminate this Policy and Procedures at any time, after prior notice and negotiation with the Union. Every employee will be given a copy of the amended policy if a change is made.
14. Test result reports and other information acquired in the drug and alcohol testing process are confidential information. Disclosure of the results to third parties may be done with the employee's prior written consent. Notwithstanding the above, test results may be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract. The test results may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee, or may be disclosed to the Union or other necessary persons in connection with a potential or actual grievance or threatened or actual litigation. An employee has the right to request and receive from the Company, a copy of the test result report on any drug or alcohol test.
15. No employee may be required to undergo drug or alcohol testing without the prior approval of the General Manager or his/her designee.

## PROCEDURES:

1. When at least two (2) supervisors (if feasible) have reasonable suspicion to test an employee as stated in Policy Statement #6, the request must go to the applicable Human Resources representative or his/her designee to arrange for the collection and begin the required paperwork designating the need for hair, urine, and/or blood specimen.
2. Before a test is administered, the Company will ensure that the employee has completed a Drug and Alcohol Acknowledgment Form.
3. The employee will go to the collection site and provide a hair, urine, and/or blood specimen and appropriate identification. The collection site staff will begin the chain of custody paperwork and forward the specimen to the certified laboratory for testing. If an employee appears impaired and unable to safely go to the collection site on his/her own, the Company will arrange for transportation to the collection site and home following the collection procedure. Under no circumstances should an employee suspected of being impaired be allowed to drive. The employee will be reimbursed for any out-of-pocket expense incurred in taking the test, with proper documentation.
4. Test results will be reviewed to determine if there is evidence of the use of alcohol, drugs or controlled substances and forwarded to the M.R.O. If the specimen sample shows a positive result, the original sample will be kept for additional confirming tests.
5. The M.R.O. will communicate the results to the designated Jax's Representative.
6. The designated Representative and/or the employee's supervisor will communicate the results of the test to the employee or job applicant, as the case may be, within three working days upon receipt of the results.
7. If an employee tests positive for drug use, the employee will be notified in writing of his/her right to explain the positive test and the Company may request that the employee indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
8. Within three (3) working days after notice of a positive test result on a confirmatory test, the employee may submit information to the Company, in addition to any information already submitted under paragraph 7, to explain that result, or may request a confirmatory re-test of the original sample at the employee's own expense.
9. The designated Company representative will follow up on any recommended treatment and determine whether the employee has successfully completed the treatment.

(Attachment A)

DRUG AND ALCOHOL ACKNOWLEDGMENT FORM

I, the undersigned, certify that I have received and read a copy of the Drug & Alcohol Policy regarding drug and alcohol abuse.

As part of my employment with the Company, I understand that my position is subject to drug and alcohol testing and that I may be requested to provide a hair, urine, and/or blood specimen for a drug or alcohol test.

I understand that I may refuse to take the drug and alcohol test and that such refusal may result in termination.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_

\_\_\_\_\_