

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BURGERVILLE LLC

AND

**INDUSTRIAL WORKERS OF THE WORLD, PORTLAND CHAPTER,
d/b/a BURGERVILLE WORKERS UNION**

DECEMBER 16, 2021 THROUGH APRIL 30, 2023

TABLE OF CONTENTS

| | | |
|------------|---|----|
| ARTICLE 1 | RECOGNITION..... | 1 |
| ARTICLE 2 | SEPARABILITY..... | 1 |
| ARTICLE 3 | UNION SECURITY..... | 1 |
| ARTICLE 4 | UNION RIGHTS..... | 3 |
| ARTICLE 5 | MANAGEMENT RIGHTS..... | 6 |
| ARTICLE 6 | WORK INTERRUPTION..... | 7 |
| ARTICLE 7 | HEALTH AND SAFETY | 8 |
| ARTICLE 8 | NON-DISCRIMINATION AND HARASSMENT..... | 9 |
| ARTICLE 9 | WORK AUTHORIZATION AND WORKPLACE IMMIGRATION ENFORCEMENT | 10 |
| ARTICLE 10 | DISCIPLINE AND DISCHARGE..... | 11 |
| ARTICLE 11 | GRIEVANCE PROCEDURE | 13 |
| ARTICLE 12 | WAGES..... | 15 |
| ARTICLE 13 | HOLIDAY PAY | 17 |
| ARTICLE 14 | HEALTH INSURANCE | 17 |
| ARTICLE 15 | VACATION, SERVICE AWARD AND SPECIAL RECOGNITION LEAVES..... | 17 |
| ARTICLE 16 | SICK LEAVE..... | 19 |
| ARTICLE 17 | OTHER LEAVES | 22 |
| ARTICLE 18 | OTHER BENEFITS | 24 |
| ARTICLE 19 | SCHEDULING | 26 |
| ARTICLE 20 | HIRING | 29 |
| ARTICLE 21 | SENIORITY | 29 |
| ARTICLE 22 | CLOSURES AND LAYOFFS | 29 |
| ARTICLE 23 | DRUG AND ALCOHOL POLICY | 30 |
| ARTICLE 24 | DURATION | 30 |

This AGREEMENT is made by and between BURGERVILLE, LLC, hereinafter referred to as “Employer,” and INDUSTRIAL WORKERS OF THE WORLD, PORTLAND CHAPTER, d/b/a BURGERVILLE WORKERS UNION, hereinafter referred to as “Union.”

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time crew members employed at the following facilities of the Employer:

- Burgerville #41, located at 3504 SE 92nd Ave., Portland, Oregon;
- Burgerville #08, located at 19119 SE McLoughlin Blvd., Milwaukie, Oregon;
- Burgerville #14, located at 1135 NE Martin Luther King Jr Blvd., Portland, Oregon;
- Burgerville #4, located at 8218 NE Glisan St., Portland Oregon;
- Burgerville #32, located at 1122 SE Hawthorne Blvd., Portland Oregon;

but excluding managerial employees, and guards and supervisors as defined by the National Labor Relations Act. Unless otherwise noted, the provisions of this Agreement apply to all facilities of the Employer listed above.

ARTICLE 2 SEPARABILITY

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid will remain in full force and effect. In the event of such occurrence, the parties will meet promptly to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid to conform such provision to state and/or federal law. The parties agree to construe the invalid provision according to its original bargained purpose and to agree on a narrowly revised provision that as closely as possible achieves such purpose.

ARTICLE 3 UNION SECURITY

3.1 Union Security.

On and after the 90th day following commencement of their employment or after ratification of this Agreement whichever is later, all employees covered by this Agreement shall be required as a condition of employment either to:

- become and remain members of the Union in good standing, or
- make periodic payments in lieu of dues equal to the dues and fees uniformly required as a condition of becoming and remaining a member of the Union.

The purpose of union dues is to ensure that the Union remains a functional, long-lasting organization that is able to continue to work for better working conditions. Dues will go toward organizational costs, including a strike fund, a hardship fund, union benefits, and rent for the union hall. Financial information about how and why dues money is spent will be made available to union members upon request.

3.2 Any employee who fails to tender such dues and fees shall be terminated by the Employer within thirty (30) days after it receives written notice from the Union that the employee is in arrears unless that employee's obligation to the Union is resolved to the Union's satisfaction. The Union will not discriminate against any employee based on the employee's protected statuses, including their support or non-support of the Union. To ensure that the dues policy is enacted fairly and responsibly, the Union will, before seeking the termination of any employee for failing to tender dues:

1. Notify the employee in writing that the employee is in arrears with directions on how to satisfy their obligation to the Union;
2. Talk to the employee via phone or in person to resolve the issue; and
3. Provide written notice to the employee of other instances in the past twelve months of other employees (without names) who fail to timely pay dues and/or fees and how the Union addressed those instances.

3.3 Exception for Religious Objections.

An employee who is or becomes obligated to make the payments required by this section and has or thereafter develops sincerely held religious beliefs against joining or financially supporting a labor organization will be required to pay an amount of money equivalent to regular dues to a qualified charitable organization selected by the employee. Payments are to be made on a regular monthly basis or in advance, and proof of payment will be sent by the employee to the Union within ten (10) calendar days of each payment.

3.4 Dues Payment Options.

The Union will be responsible for collecting dues payments from employees. The Employer will provide new employees with Electronic Fund Transfer forms provided by the Union for the purpose of remitting their dues payments, and employee will be responsible for returning forms directly to the Union.

3.5 Indemnification of Employer.

The Union agrees to indemnify and hold harmless Employer, its directors, officers, agents and employees from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary (including any reasonable attorneys' fees and costs) or otherwise (for example, claims for reinstatement or reemployment). Indemnification shall only apply in claims arising from the application and enforcement of Section 3.3 or in circumstances when the Employer terminates an employee in response to a Union request under Sections 3.1 or 3.2.

3.6 Integrity of Operations.

The Union will not request Employer to terminate, and Employer will not be obligated to terminate, a number of employees such that it would cause an unreasonable interference with restaurant operations.

3.7 Union Employee Integrity.

Burgerville management shall not interfere with the collection of union dues, such as by discouraging employees from paying dues. Union agents shall not engage in collecting dues while they or other employees are on duty.

ARTICLE 4 UNION RIGHTS

4.1 Lists/New Employees.

The Employer will provide the Union with an electronic list of the name, home address, e-mail address, telephone number provided by the employee, wage rate and hire date for each employee covered by the bargaining unit on a quarterly basis. In addition, the Employer will provide the Union with a list of newly hired, transferred, promoted, and terminated employees covered by the bargaining unit, including the date of the personnel action on a monthly basis. The Union agrees that it will use this information only for Union business and will use reasonable efforts to protect employee privacy.

4.2 Communications.

Employees have the right to communicate with each other about wages, hours and working conditions, including through wearing buttons protected by the NLRA, provided those communications do not unreasonably interfere with the Employer's operation. In addition, the Employer will provide a designated Union bulletin board in an accessible non-public area of the Employer's facility for official Union business.

4.3 Union Stewards.

The Employer will recognize Union stewards who are designated by the Union. The Union will notify the Employer, in writing, of the names of all Union stewards.

1. **Shop Steward Role & Responsibility.** Shop Stewards may assist employees in meetings with management that are investigatory or disciplinary in nature. Shop Stewards may conduct a brief pre-meeting conference with the employee, no more than five minutes if the Shop Steward is on the clock. The Shop Stewards may ask clarifying questions, offer advice, and assist the employee in clarifying their answers. The Shop Stewards must not interfere with or compromise the integrity of the Employer's reasonable examination. Shop Stewards will not bargain during the meeting, interrupt, or instruct the employee not to answer questions or provide false answers.
2. **Shop Steward Selection and Availability.** It is the responsibility of the Union to select Shop Stewards and notify the Employer of any changes. The Union must maintain a sufficient number of Shop Stewards per unit to ensure the efficient and effective communication between employees and management. Postponing meetings because a Shop Steward is not on shift should be rare. It is the responsibility of the Union to provide proper and timely training to employees and Shop Stewards about their role in meetings, including but not limited to training employees about requesting Shop Steward

representation, assisting employees, knowledge of Burgerville's policies and procedures, and knowledge of Burgerville's disciplinary process.

3. Shop Steward Pay. Shop Stewards who are Burgerville employees are only paid for attending meetings during the shift they are working, and such compensated time will not be counted toward overtime. Shop Stewards are not paid to attend meetings outside of the shift they are working. Shop Stewards need not be employed by Burgerville, provided they are properly trained.
4. Procedure.
 - Burgerville will notify the employee of the general subject matter of any investigative or disciplinary meetings before the meeting.
 - Upon employee's request for a Shop Steward to be present during investigatory or disciplinary meeting, a Shop Steward who is on shift may attend (with pay).
 - If no Shop Steward is available, the meeting will be postponed until the employee's next scheduled shift (allowing for at least 24 hours) to provide employee the opportunity to arrange for a Shop Steward to be present. It is the responsibility of the employee to contact the Union to make such arrangements. It is the responsibility of management to notify the employee of when the meeting will occur.
 - If a Shop Steward is not present for next scheduled shift, the meeting will proceed.
 - Unless there is an Urgent Situation, employee will be allowed to continue working their shift.
5. Urgent Situation. If a Shop Stewards is not available for a meeting, the Employer reserves the right to remove the employee from the workplace in urgent situations where the employee's behavior poses acute risk to workplace safety. This includes a substantial occurrence of harassing, violent, or unsafe behavior, or that causes substantial business disruption. The employee will be paid for the missed hours unless it is determined that there was violation of company policy.

Burgerville will provide a follow-up call and/or meeting notifying the employee of the status of the situation and work with the employee to schedule a follow-up meeting.

Nothing in this protocol diminishes Burgerville's right to immediately suspend employees, either before or after a meeting with management, pending investigation for conduct that is harassing, violent, unsafe or causes substantial business disruption.
6. Employee Choice. Employees may request a Shop Steward for investigatory and disciplinary meetings with management. Employees may discuss their issues, concerns and ideas with Burgerville Human Resources and may request Human Resources'

presence at a meeting, provided there is sufficient notice and it does not cause undue delay.

4.4 Access to Employer Premises.

Authorized representatives of the Union will be permitted at all reasonable times (excluding peak-hours between 11 AM to 1 PM and 5 PM to 7 PM), when scheduled in advance, to enter the facilities operated by the Employer to transact Union business, represent employees, and observe conditions under which employees are employed. Representatives will not interfere with the work of employees or interrupt normal business operations. The Union representative will check in with the General Manager or designee upon arrival at the facility.

4.5 Unpaid Leave for Union Business.

Union members may be granted a leave of absence without pay or benefits, except seniority rights, for Union business. Upon returning from a leave up to ninety (90) days, an employee will be allowed to return immediately. Upon returning from a leave longer than ninety (90) days and up to one hundred and eighty (180) days, an employee will be allowed to return when it is feasible for operations, not to exceed thirty (30) days. Upon returning from a leave exceeding one hundred and eighty (180) days, an employee must reapply for employment and will be subject to the regular hiring process. The leave request will be made in writing to the employee's immediate supervisor at least thirty (30) days prior to the date of the leave. The request will specify the first day of leave and the first day of return. The request must be granted or denied within seven (7) days of the request. Leave will not be unreasonably denied. Upon return, the employee will retain the employee's former position, wages, benefits, and seniority date.

4.6 New Employee Orientation.

The Employer will provide each newly hired employee with a copy of this Agreement and a one-page document provided by the Union that lists the name and contact information for the BVWU representative(s) and shop steward(s). New employees, within the first ninety (90) days of their hire date, may at their discretion attend Union orientation events held regularly at a site of the Union's choosing. These orientations will be paid for the new hire attending one orientation up to thirty (30) minutes and will be presented as a regular component of new hire orientation process. Time spent at the orientation will not be counted for overtime purposes. Employee must return an attendance verification form, to be provided by Burgerville, to their General Manager within one (1) week of attending orientation.

4.7 Respectful Communication.

In the exercising of its rights, Union representatives will ensure that conversations are grounded in respect, facts, and the demonstration of real outcomes for all parties. Failure to do so does not nullify the rights described elsewhere in this article.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 General Management Rights.

The Union and its members recognize that the Employer retains and reserves all its rights, power and authority to operate and manage the business, and its workforce, whether or not specifically mentioned herein and whether or not hereto exercised, unless specifically and expressly limited by the terms of this Agreement.

5.2 Specific Management Rights.

Unless otherwise restricted by a specific provision of this Agreement, such management prerogatives include, but are not limited to, the Employer's sole and exclusive rights, at its own discretion, to:

1. Determine the mission, budget, organizational structure, services to provide to the public, the scope and method of providing those services, and location of operations;
2. Determine all services/product rates, marketing, and financial policies;
3. Curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the Employer;
4. Contract and subcontract work or functions, excluding programs with students, individuals with special needs and other community-based partnerships, and to the extent the Employer uses temporary employees including employees of subcontractors, such employee will not be used for longer than 90 days and, at 90 days, the Employer will give the employee an offer of employment;
5. Make temporary and limited assignments of non-bargaining unit employees, including but not limited to managers and supervisors, to perform work normally performed by bargaining unit employees;
6. Hire, assign, direct, transfer employees from one job to another; evaluate, promote, leave a position unfilled or vacant, lay off; and take disciplinary action;
7. Establish, revise, and implement standards for hiring, classification, promotion, and quality of work;
8. Introduce new jobs, new and improved methods of operation, abolish and/or combine existing jobs;
9. Direct all aspects of the work, determine job content; and assign duties, and determine work schedules of its employees;
10. Assign specific employees to particular types of work, shifts, including starting and quitting time, hours, overtime hours, days, equipment or places of work;
11. Establish work schedules, shifts, hours of work and workweeks;

12. Conduct performance appraisals, quality or work standards, and otherwise supervise and evaluate its employees;
13. Adopt, enforce, revise and modify rules and regulations concerning employee conduct and employment policies;
14. Select and determine the size and composition of the workforce, including determining the need for a reduction or an increase in the workforce;
15. Select and determine the classifications and duties of such classifications, and competency of employees required for such classifications, including determination of skills, qualifications and abilities necessary for an employee to promote to a higher-ranking position;
16. Determine the materials, equipment, technology, facilities, and property to be used in its operations, and control the use of such materials, equipment, technology, equipment, facilities, and property;
17. Maintain efficiency consistent with competitive conditions and the right to establish and control standards to determine the number of employees, including the number of employees assigned to any particular unit or division; and
18. Sell, lease, merge its operations with another entity or purchase, lease or otherwise acquire another entity.

5.3 No Waiver.

If the Employer does not exercise any one or more of its reserved management rights, such conduct is not a waiver or abandonment of any such right(s). If it exercises any of its reserved management right(s) in a particular manner, such conduct does not preclude its exercise of such right(s) differently or in any other way not in conflict with an express prohibition contained within this Agreement.

5.4 Respect.

In the exercising of its rights, management will ensure that conversations are grounded in respect, facts and the demonstration of real outcomes for all parties. Failure to do so does not nullify the rights described in this article.

ARTICLE 6 WORK INTERRUPTION

6.1 The Union through its leadership, formal decision making bodies, or any of its representatives will not call for, endorse, or induce employees to engage in any strike, work stoppage, work slowdown, refusal to report to work, boycott, disruption of business, or other similar interruption for the duration of this Agreement, with the exception of a serious Unfair Labor Practice committed by the Employer such as would substantially undermine the integrity of this Agreement; for example, refusing to abide by the decision of an arbitrator under the grievance article of this Agreement.

6.2 For purposes of clarity with regard to 6.1, the Union will not endorse, promote, or engage in, directly or indirectly through a third party:

1. Any messaging that calls for individuals to not patronize Burgerville (including leaflets with this message to guests);
2. Actions on Burgerville property or public property adjacent to Burgerville property that pose a physical barrier to guests entering or exiting the restaurants, including the ingress and egress of the restaurants;
3. Actions inside the restaurants by community members; and/or
4. Actions inside the restaurants by employees that cause disruptions of business.

6.3 In the event that a strike, work stoppage, work slowdown, refusal to report to work, boycott, or disruption of business, or other similar interruption shall occur, the Union shall inform those participating in said actions regarding the terms of this Agreement and the consequences for violating them.

6.4 Upon ratification of this Agreement, the Union will cease calling for a boycott of the Employer. The Union will not call for a boycott of the Employer for the duration of this Agreement.

6.5 During the term of this Agreement, the Employer agrees not to lock out employees, provided however, that the Employer's reduction or elimination of work in response to a strike will not be considered a lockout.

6.6 Nothing in this Article in any way limits the Employer's rights to the full range of legal remedies available under the National Labor Relations Act or other applicable law, including but not limited to the right to discipline or replace temporarily or permanently any employee. This Article is not subject to the grievance and arbitration procedures, except to the extent to determine if an employee violated this provision (for clarity, this means an arbitrator will not be allowed to evaluate the degree of discipline).

6.7 The Employer agrees that no parent body of the Portland IWW shall be held liable for damages incurred in the event of a violation of this article, provided no parent body of the Portland IWW directed, encouraged or endorsed the violation.

ARTICLE 7 HEALTH AND SAFETY

7.1 The Employer will maintain a safe and healthy work environment and will train all employees regarding the Employer's safety policies, procedures and applicable state and federal laws and regulations.

7.2 Health and Safety Committees.

1. Burgerville will maintain a safe and healthy workplace.
2. Health and Safety Committees will be formed at each restaurant with a bargaining unit, composed of at least four members. The Health and Safety Committee must have an

equal number of employer-selected members and employee-elected (or volunteer) members. Employees and employer will, at a minimum, comply with regulatory requirements, including but not limited to OAR 437-001-0765.

3. Health and Safety Committees will assess concerns relevant to the health and safety of the workplace.
4. Health and Safety Committees will regularly meet with management no less than once a month to discuss safety concerns. In the event of urgent safety concerns, employees shall report the condition directly and immediately to management, who will document the condition and evaluate and address as appropriate. Employer's safety representatives may request assistance from employees, including Health and Safety Committee members, during normal working hours to address urgent conditions. Urgent conditions as well as response to actions should be reviewed and discussed during regularly scheduled committee meetings.
5. Health and Safety Committees may bring recommendations on how to address health and safety concerns and to reduce risk in the workplace. If the recommendations cannot be implemented, Employer will communicate a reasonable explanation. Health and Safety Committee members should consult with other employees during normal work hours, to the extent it does not interfere with or disrupt business operations, regarding conditions of health and safety in the workplace, as well as, new, ongoing or changing safety conditions and projects.

7.3 Every employee has the authority to stop work processes if a dangerous or potentially life-threatening hazardous condition exists or arises. If an employee feels unsafe in serving a customer, they should seek the assistance of management, and can remove themselves from the presence of the customer in accordance with their own sense of safety.

ARTICLE 8 NON-DISCRIMINATION AND HARASSMENT

8.1 Neither the Employer or the Union will engage in discrimination based on race, color, religion, ethnicity, genetic information, native language, national origin, sexual orientation, gender, gender identity, marital status, disability, veteran or military status, age or any other status protected under all applicable federal, state or municipal equal opportunity laws. Both the Employer and Union will comply with all equal employment opportunity laws. The Employer and the Union will work to the best of their abilities to jointly prevent and effectively address allegations of discrimination and/or harassment in the workplace.

8.2 The Employer and the Union will reasonably accommodate the religious needs, observances and practices of employees upon request. An employee's request for reasonable accommodations is justified unless Burgerville's operations would suffer unduly by granting the employee's request. Burgerville shall ensure that any existing grooming or appearance policies, standards, or norms relating to professionalism are inclusive of the racial, ethnic, and cultural identities and practices associated with Black and historically marginalized communities, provided health and safety standards are not impacted.

8.3 The Employer will provide victims of domestic violence, sexual harassment, or stalking with reasonable safety accommodations upon request, consistent with applicable law.

8.4 The Employer will not alter the current personal appearance policy, as it exists as of ratification of this Agreement, to make that policy more restrictive for employees without notice to the Union and opportunity to bargain.

8.5 The Employer will promptly investigate any complaints of discrimination or harassment filed by employees. The Employer will follow the policy and procedures as outlined in the Burgerville Employee Handbook.

8.6 In the event an employee refers any discrimination and/or harassment complaint to a Union Shop Steward, the Union Shop Steward must inform the employee that notifying the Union does not constitute providing notice to the Employer, and the employee should refer the employee complaint to management immediately.

8.7 Allegations of discrimination to which federal, state or other local laws are applicable will only be submitted to the Agreement's grievance process after all other possible avenues of remedy are exhausted.

ARTICLE 9 WORK AUTHORIZATION AND WORKPLACE IMMIGRATION ENFORCEMENT

9.1 The Employer shall not require or demand proof of citizenship or immigration status, except as required by law.

9.2 The Employer shall not take any adverse action against an employee due to changes in the employee's name or social security number, provided that the employee is authorized to work in the United States.

9.3 In the event that a non-probationary employee has a problem with their right to work in the United States, the Employer shall, in communicating with the employee, suggest that the employee contact the Union for support if they choose.

9.4 The Employer shall not retain copies of employees' identity and work authorization documents, except as required by law.

9.5 The Employer will not inquire into the immigration status of an employee as a consequence of asserting rights under the Agreement or law.

9.6 The Employer uses the Social Security Number Verification Service to ensure accurate W-2 wage reports. In the event that either party becomes aware that the Social Security Administration enters into a Memorandum of Understanding or other similar agreement with the Department of Homeland Security or Immigration and Customs Enforcement to share social security numbers, the Employer will meet with the Union to discuss how the Employer will verify an employee's social security number is accurate.

9.7 In the event that the Employer receives notice indicating that there is or might be a problem with an employee's social security number (such as a no-match letter), the Employer shall provide a copy of the notice to the employee upon receipt and provide the employee a reasonable time to correct any discrepancy.

9.8 If the Employer terminates an employee who is not authorized to work in the U.S. or because the employee has provided false information about their authorization to work in the U.S. or if an employee resigns in lieu of being terminated for one of the foregoing reasons, the Employer shall rehire the employee into the next available opening in the employee's former classification or another classification for which the employee is qualified, as a new hire without seniority.

9.9 The Employer shall:

1. Notify the Union, through the Shop Stewards and through email, immediately if it receives any type of warrant, subpoena or request from any immigration enforcement agency, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), relating or referring to employees, including inspection of I-9 Employment Eligibility Verification forms or other employment records;
2. Not provide voluntary consent to an immigration enforcement agent to enter non-public areas of the workplace unless the agent provides a judicial warrant;
3. Not provide voluntary consent to an immigration enforcement agent to access, review, or obtain the Employer's employee records without a subpoena or court order;
4. Not reverify the employment eligibility of a current employee at a time or in a manner not required by specified federal law; and
5. In the event that DHS notifies the Employer that certain employees do not appear to be authorized for employment, provide the affected employees with the maximum amount of time permitted by law to present documents to establish employment authorization.

ARTICLE 10 DISCIPLINE AND DISCHARGE

10.1 Trial-Service Period.

All employees (other than temporary employees) are subject to a trial-service period which shall be ninety (90) days during which the employee may resign or be terminated without cause or notice. An employee who has completed the trial-service period will be classified as a "regular employee."

10.2 Discipline and Discharge.

No regular (i.e., non-trial-service) employee shall be disciplined or discharged except for just cause. An employee will not be disciplined for conduct away from work unless a clear connection between that conduct and work performance or negative impact to work conditions can be established. Principles of progressive discipline shall be used to enforce pre-existing rules, as found in the Burgerville Employee Handbook.

10.3 Employer's Rules and Discipline.

The employees shall observe the Employer's Employee Handbook posted by the Employer at the place of employment, so long as such rules do not disagree with the terms of this Agreement or impose arbitrary and unfair restrictions on the employees. A violation of such rules may be cause for discipline, except where the Employer's Employee Handbook is superseded by this Agreement.

10.4 Progressive Discipline.

The principles of progressive discipline shall be used except when the nature of the problem requires more serious action. The normal disciplinary progression will be verbal warning, written warning, suspension and/or final written warning, and termination. Written disciplinary notices and documentation of the employee counseling sessions shall be invalid after a period of one (1) year from the date of issuance except when there are other disciplinary actions of the same or related nature. If the disciplinary action is for conduct that violates a law, such as sexual harassment, then the disciplinary action will remain valid and effective indefinitely. It is understood that while the employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify further disciplinary action.

10.5 Contents of Discipline.

When the Employer intends to take disciplinary action, up to and including discharge, the Employer shall notify the employee in writing of the charges against the employee, the general facts and policy upon which the charges are based, and the disciplinary action. A copy of the notice will be provided to the Union. The Employer shall provide the employee with the opportunity to respond to the charges in an informal meeting with the manager or person having authority to impose disciplinary action. All disciplinary action will contain the following elements to satisfy reasonable communication expectations:

1. A statement describing the specific impact of the employee's performance or conduct on the Employer's operation.
2. A statement clarifying the specific behavior or performance requirements that are expected of the employee moving forward. This statement will specify either quantifiable or observable expectations and, if applicable, a time frame in which they are to be achieved.
3. A statement outlining the potential consequences of a failure to meet expectations of improvement.
4. A statement by the employee on how they intend to improve their performance or conduct.

ARTICLE 11 GRIEVANCE PROCEDURE

11.1 Grievance Defined.

A grievance is defined as any and all disputes which arise during the term of this Agreement concerning the scope, interpretation or application of its provisions. A grievance may be filed on behalf of an individual or on behalf of a group of employees.

11.2 Informal Problem-Solving Process.

Employer and Union are committed to open and harmonious relations in the workplace and recognize that grievances should always receive prompt attention. Employer and Union therefore encourage employees to promptly attempt to resolve possible grievances with their General Manager prior to using the formal procedures established below. An employee who is unable to resolve a grievance in this informal manner or is uncomfortable presenting the grievance to the immediate supervisor may use the formal procedures established below provided that the employee does so within Step 1's twenty-one (21) calendar-day time limit.

11.3 Union Representation.

A Union Representative designated in Article 3 may be present at any step of this procedure.

11.4 Grievance Procedure.

Step 1 General Manager.

All grievances must be presented in writing to the General Manager or designee within fourteen (14) calendar days from the date on which the employee or Union were aware or should have been aware that the grievance existed. The grievance shall be submitted on a form furnished by the Union and shall clearly state the facts, the identity of the allegedly aggrieved employee(s), the specific provisions of the Agreement alleged to have been violated, and the requested remedy. The General Manager or designee will provide the Union with a written response no later than seven (7) calendar days after they receive the written grievance.

Step 2 Vice President of Operations.

If the grievance is not resolved at Step 1, the Union may refer the grievance in writing to Vice President of Operations or designee by making a written request within seven (7) calendar days after receiving the Employer's Step 1 response. The grievance shall be discussed by the Vice President of Operations or designee and a Shop Steward or Union Representative within seven (7) calendar days of its submission, and the Vice President of Operations or designee shall issue a written response within seven (7) calendar days following the meeting.

Step 3 Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitation and procedures herein, the Union may bring a grievance to formal arbitration by making a written request to seek arbitration within seven (7) calendar days after

the culmination of Step 2. Efforts will be made to establish a standing panel of mutually agreed arbitrators who best facilitate resolutions under this Article.

There are two possible paths to determining an arbitrator:

1. A third party can serve as arbitrator through mutual consent of the Employer and the Union and with mutual agreement may submit multiple grievances to the same arbitrator.
2. An arbitrator can be selected from the Federal Mediation and Conciliation Services (FMCS). To select an FMCS arbitrator the Union must submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon to the FMCS, with a copy to the Human Resources Manager, within seven (7) calendar days following the notification of the intent to arbitrate. Within seven (7) calendar days of receiving the list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the party striking the first name being determined by a coin toss, until one name remains and they shall serve as arbitrator. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

Each party will bear its own costs and expenses in any such arbitration proceeding and the losing party will pay the full cost of the arbitrator's and any separate arbitration fees (for example, the arbitrator's out-of-pocket or per diem charges). The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided between the parties.

The decision of the arbitrator shall be final and binding on the parties, and on all employees subject to this Agreement, but the arbitrator will confine the decision to the interpretation and application of the specific provisions of this Agreement which have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

11.5 Time Limits.

The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and Employer and shall be confirmed in writing by the parties. Failure to file or appeal a grievance within the time limits (or any extension mutually agreed to in writing in advance) will constitute a waiver of all right to relief by the Union and all employees subject to this Agreement. Any grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the grievance procedure. If at any step of the grievance procedure the Employer does not formally respond within the specified time limits, the grievance is immediately appealable to the next step.

ARTICLE 12 WAGES

12.1 Wages.

Effective upon ratification, the starting wage for new employees will be \$14.25 and the top of the pay range is \$16.98.

12.2 Annual Increases.

The Employer’s starting wage will be at least \$0.25 over the higher of Oregon or Washington’s minimum wage requirement until the starting wage is at least \$15.00/hour. The Employer will make consistent increases to all other employees’ wages whenever the starting wage is adjusted. These increases will be made at least once per year.

12.3 Merit Increases.

Employees will be eligible to receive annual increases based on employment length, and Performance Review via the following chart:

| Length of Employment | Increase Based on Performance | |
|----------------------|-------------------------------|-------|
| | Exceeds | Meets |
| 6 months | 0.30 | 0.20 |
| 1 year | 0.40 | 0.25 |
| 2 years | 0.40 | 0.25 |
| 3 years | 0.40 | 0.25 |
| 4 years | 0.40 | 0.25 |
| 5 years | 0.40 | 0.25 |
| 6 years | 0.40 | 0.25 |
| 7 years | 0.40 | 0.25 |
| 8 years | 0.40 | 0.25 |
| 9 years | 0.40 | 0.25 |
| 10 years | 0.40 | 0.25 |
| *10+ years | 0.40 | 0.25 |

*Employees employed more than ten (10) years and earning a wage close to or over the top of the pay range, will receive a one-time annual payout of their earned increase. This payout will be based on hours worked in the previous anniversary year. For example, if a 10-year employee worked 2,000 hours in the year prior to their anniversary date and received a performance review of “Exceeds”, they will be paid $\$0.40 \times 2,000 = \800 , subject to payroll taxes. If they receive, “Meets”, they will be paid $\$0.25 \times 2,000 = \500 , subject to payroll taxes.

Increases based on performance reviews the employee has received an overall performance evaluation less than “Meeting”. Employees who receive an overall performance evaluation of “Exceeds” (90% or above) or “Meets” (65% to <90%) will receive an increase according to the chart above. “Exceeds” and “Meets” is defined in the Crew Member Performance Review Form.

Performance evaluations shall be conducted within the month of the employee’s anniversary date. Annual performance increases will be applied, retroactively if necessary, as of the pay period immediately following the employee’s anniversary date.

Employees who receive a performance evaluation rating of less than “Meets” shall be placed on a Performance Improvement Plan for a 60-day period. The Performance Improvement Plan shall identify the area(s) in which the employee must improve or correct their performance.

Employees will be evaluated at the end of the 60-day period. In the event the employee receives an overall rating of “Meets” or higher, the employee will receive the “Meets” performance increase, which will be applied, retroactively if necessary, as of the pay period immediately following the end of the 60-day period. Employees who receive less than a rating of “Meets” will be terminated.

The Crew Member Performance Evaluation Form is attached to the Agreement as Exhibit A. The Performance Improvement Plan Form is attached to the Agreement as Exhibit B.

12.4 No Quotas.

The Employer shall not restrict or limit the number of employees who receive “Meets” or “Exceeds” ratings.

12.5 Grievance.

This section, including performance evaluations, are subject to the grievance procedures outlined in this Agreement.

12.6 Retroactive Pay.

If a worker’s performance review is late, the Employer will request payroll to adjust the pay increase to the beginning of the pay period immediately following the employee’s anniversary. Retroactive pay is not allowed for workers on a Performance Improvement Plan.

ARTICLE 13 HOLIDAY PAY

Burgerville recognizes eight (8) days during the year as paid holidays for its restaurant employees. Holidays that Burgerville observes are New Year's Day, Martin Luther King, Jr. Day, Memorial Day, 4th of July, Labor Day, National Cheeseburger Day (September 18th), Thanksgiving Day, and Christmas Day.

1. Employees who work on a holiday will be paid 1.5x their hourly rate of pay.
2. Employees who work on Thanksgiving Eve and/or Christmas Eve will receive double pay (i.e. if employee works 4 hours on Thanksgiving Eve, employee will be paid 8 hours).
3. Holiday pay is not to be considered hours worked in the computation of overtime.
4. Employees on a leave of absence when the holiday occurs are not eligible to receive holiday pay.
5. Employees who do not work on holidays are not eligible to receive holiday pay.

ARTICLE 14 HEALTH INSURANCE

14.1 The Employer will offer medical, dental, and vision insurance to all employees who have worked an average of 30 hours a week, the employees' spouses/partners, and their dependents, who meets the following conditions:

1. The insurance plans will be offered after 180 days of employment.
2. The Employer shall provide equivalent coverage to that which is received by upper level management, to employees and their dependents.
3. The Employer will not increase the amount of premium paid for by the employee for employee-only plan beyond \$50 per month.

14.2 The Employer will meet and confer with the Union before any decision is made to change the company insurance provider(s) or plan design. The Employer shall provide health insurance that includes coverage for transgender healthcare and transition-related treatments, subject to restrictions, exclusions, copays, and out-of-pocket costs, just as with other healthcare treatments.

ARTICLE 15 VACATION, SERVICE AWARD AND SPECIAL RECOGNITION LEAVES

15.1 Vacation Hours.

After one year of service employees will be eligible for vacation hours based on an employee's average worked weekly hours over the past twelve months. These hours will be made available annually to the employee in the pay period following the anniversary of their hire date as a notice of available hours on their pay stub.

The vacation hours will be granted according to the following schedule:

| Years Employed | Vacation Hours Available |
|----------------|--------------------------|
| 1 | 1 average week hours |
| 2 | 2 average week hours |
| 5 | 3 average week hours |
| 15 | 4 average week hours |

“Average week hours” will be calculated by dividing the total number of hours an employee has worked over the previous twelve months by fifty two weeks, i.e. vacation hours = (total hours worked in previous 12 months) / 52.

15.2 Cashing Out.

Burgerville will provide a form to allow employees to “cash out” some or all of their available service award vacation hours. Employees who wish to cash out available service award vacation hours will receive a check equivalent to the number of hours requested to be cashed out at their current rate of pay with their regular paycheck for the pay period following their request.

Service award vacation hours do not roll over from one twelve month period to the next. Instead, unused hours for the pay period that includes the employee’s hire anniversary will be cashed out at the employee’s rate of pay prior to their anniversary in a check delivered with their regular pay check for the following pay period.

15.3 Payment upon termination.

When an employee is terminated any remaining service award vacation hours will be cashed out and delivered along with their final regular pay check.

15.4 Service Award Leave. Employees who have completed at least five years of service with the Employer are eligible for service award leave. Only continuous service with the Employer shall count toward service award eligibility. For the purposes of this Article, continuous service shall count towards an employee’s service eligibility if the employee has been continuously employed by the Employer. Time worked for the Employer before and after a break in service will be considered in determining eligibility. Service award leave is granted in one-time intervals to full-time employees in accordance with the following schedule:

| Years Employed | Service Award Leave Granted |
|----------------|-----------------------------|
| 5 | 5 hours |
| 10 | 10 hours |

| Years Employed | Service Award Leave Granted |
|----------------|-----------------------------|
| 15 | 15 hours |
| 20 | 20 hours |
| 25 | 25 hours |
| 30 | 30 hours |
| 35 | 35 hours |
| 40 | 40 hours |
| 45 | 45 hours |

Part-time employees shall be granted service award leave on a prorated basis.

Service award leave must be scheduled in advance with the Employer and may be accrued. Service award leave shall not be donated or converted to cash remuneration. Service award leave not used prior to termination shall be forfeited.

15.5 Special Recognition Leave.

At the discretion of the Employer, employees may be granted up to 40 hours paid special recognition leave per calendar year. Use of such leave shall be scheduled in advance with the employee’s supervisor. Part-time employees will be granted special recognition leave on a prorated basis. Special recognition leave may not be accrued, converted to sick or vacation leave, donated, or converted to cash remuneration. Special recognition leave not used within one year in which granted shall be forfeited.

ARTICLE 16 SICK LEAVE

16.1 Accrual.

Employees shall accrue paid sick leave at the rate of one (1) hour for each 30 hours worked. Employees may carry over up to 40 hours of paid sick leave from one calendar year to the next.

16.2 Definition and Allowable Use.

Employees may use sick leave after 90 days of employment. Sick leave may be used in increments of one (1) hour when appropriate as defined below:

1. For employee’s own mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative care;
2. Care of a family member for any of the above reasons;

3. For any of the purposes covered under the Oregon Family Leave Act (OFLA); including the employee's serious health condition, to care for a family member with a serious health condition; to bond with or care for a new child; to care for a child with a non-serious injury or illness; or bereavement leave to deal with the death of a family member.
4. For leave related to domestic violence, harassment, sexual assault or stalking of the employee or dependent child of the employee;
5. Public health emergency, including the closure of the restaurant, or the school or place of care of the employee's child, or by order of a public health authority or health care provider that the presence of the employee or family member of the employee in the community would jeopardize the health of others; and
6. Exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

For this section, family member shall include:

- A. The employee's spouse, parents, or children as defined in the Federal Family and Medical Leave Act (hereafter referred to as the "FMLA");
- B. The employee's grandparents, grandchildren or parents in-law as defined in the OFLA;
- C. The employee's domestic partner;
- D. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse;
- E. Sibling; or
- F. Any person who has a de facto relationship with the employee that is equivalent to one of the above categories, including a foster parent or legal guardian.

16.3 An employee shall be allowed to use accrued paid sick leave (if in employee has accrued more than 40 hours of sick leave during the 12-month period immediately preceding the leave) to care for the following individuals who need care for their serious illness:

1. Any individual who is a member of the employee's immediate household, or
2. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

16.4 Reporting of Sick Leave.

For planned sick leave, the employee must notify their manager at least ten (10) days before the leave will commence or as soon as practicable. When sick leave is unforeseeable, the employee must notify

their manager of their need for sick leave before the start of the Employee's scheduled work shift, or as soon as practicable.

16.5 Verification of Use.

If more than three (3) consecutive sick days are used, the Employer may request reasonable documentation showing that the employee is absent from work for a qualifying reason. If the Employer requests such documentation, it will pay any reasonable costs associated with obtaining the documentation.

16.6 Sequencing of Leaves.

An employee absent from work for a condition or reason covered by OFLA/FMLA will be allowed to elect to be placed on leave without pay instead of utilizing their accrued sick leave.

16.7 Retention of Leave Upon Separation.

An employee will not receive pay for unused sick leave upon separation from employment. An employee who is rehired within twelve months of separation from employment is entitled to use previously accrued sick time immediately upon reemployment.

16.8 No Retaliation or Discrimination.

The Employer will not deny, interfere with, restrain or fail to pay for sick time to which an employee is entitled. The Employer will also not retaliate or in any way discriminate against an employee because the employee has:

1. Inquired about the provisions of ORS 653.601 to 653.661;
2. Submitted a request for sick time;
3. Taken sick time;
4. Participated in any manner in an investigation, proceeding or hearing related to ORS 653.601 to 653.661; or
5. Invoked any provision of ORS 653.601 to 653.661.

16.9 Leave Bank.

The Employer administers a donated leave program allowing employees to support other employees in serious need of leave for medical emergencies by allowing donations of paid sick leave. Employees may voluntarily donate accrued sick leave in full-hour increments to another non-probationary employee provided the requesting employee requires leave for a leave qualifying under the Oregon Sick Leave Act (OSLA), the OFLA or the FMLA (together Qualifying Reason) and meets the following requirements:

1. To qualify to receive donated leave, the requesting employee:

- A. Must be in continuous employment for 180 days;
 - B. Is absent due to his/her own Qualifying Reason;
 - C. Has exhausted all accrued paid leave;
 - D. Is not receiving Workers' Compensation or other forms of income replacement payments;
 - E. Has been absent from work for at least 60 scheduled work hours for the Qualifying Reason in the immediate six months preceding the request for donated leave; and
 - F. Has met the leave requirements as determined by the Employer (including but not limited to providing required documentation from a healthcare provider).
2. Employees may donate sick leave in increments of one (1) hour or more (provided that the donation does not reduce the employee's own accrued sick leave to less than 20 hours) to a "bank" for each bargaining unit's employees only that will be maintained by Human Resources. The donated sick leave will be valued by conversion of the donor's base salary rate to sick leave hours at the donee's base salary rate.
 3. Employees must apply for donated leave in writing to Human Resources, accompanied by the appropriate documentation required under OSLA, OFLA or FMLA, if any. Approval shall be subject to availability of donations from employees to cover all donated leave costs. When sufficient donations are not available to meet all approved requests for donated leave, the donated hours available will be distributed equally among the employees eligible to receive the donation.
 4. The maximum amount of donated leave an employee may receive is 40 hours per rolling backward 12-month period.
 5. The donated leave will be taxed as wages to the recipient, in accordance with applicable law. The donor and recipient will hold the Employer harmless for any tax liabilities.
 6. The donated leave will not be unreasonably denied.

ARTICLE 17 OTHER LEAVES

17.1 Crime Victim Leave.

To the extent required by law, an employee who has been the victim of a crime shall be granted unpaid leave to attend criminal court proceedings related to the crime provided that the employee provides reasonable notice of the need for the leave to the Employer. The employee can use paid sick leave in accordance with OSLA.

17.2 Paid Citizenship Holiday.

On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time.

17.3 Military and Military Family Leave.

To the extent required by law,

- A. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to a certain amount of unpaid leave to care for a service member who has been injured in active duty.
- B. Employees are entitled to a certain amount of unpaid leave for “qualified exigencies” that occur when/while their spouse, parent or child is deployed in foreign military service.
- C. An employee who is a military spouse is entitled to 14 days of unpaid leave per deployment during a military conflict. The leave can be either before the deployment or during the service member’s leave from the deployment.

17.4 Family Bereavement Leave.

In the event of death in an employee’s family, the employee shall be granted paid bereavement leave of up to three (3) days of absence with pay per occurrence for time required for the purpose of grieving, attending the funeral or making the necessary arrangements. The employee can elect to use any sick leave or accrued vacation in order to be paid for the unpaid leave taken under this section. For the purposes of this section, family shall be interpreted as husband, wife, father, mother, son, daughter, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, step grandmother, step grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, domestic partner, or any other member of the immediate household, or any person who has a de facto relationship with the employee that equivalent to one of the above categories, including a foster parent or legal guardian. The employee shall provide the earliest possible notice of their absence to the Employer.

17.5 Other Bereavement Leave.

In the event of death of an employee’s coworker, the employee shall be granted such time as is required, up to one (1) regular working day, as leave with pay for the purpose of attending the funeral. Employee shall request the leave with at least five (5) days’ notice or as soon as practical.

17.6 Unpaid Personal Leave.

Employees are eligible for an unpaid personal leave of absence after of up to a total of ninety (90) calendar days upon the Employer’s approval. Except in extraordinary or emergency circumstances, Employees seeking such leave will give ten (10) calendar days’ advance notice. Such request will not be unreasonably denied. An employee returning from personal leave normally will be reinstated to their previous job classification, range and wage rate as soon as a position becomes open.

17.7 New Parent Leave.

For employees who qualify for parental leave under FMLA, OFLA, or OSLA, to bond with and care for the employee's newborn, newly adopted or newly placed foster child under 18 years of age or for a newly adopted or newly placed foster child 18 years of age or older who is incapable of self-care because of a physical or mental disability, shall be paid two (2) weeks of leave at their hourly rate based on the average number of hours the employee has been scheduled to work the first six months. To qualify for paid parental leave, an employee must be employed for two (2) consecutive years prior to the leave. Employees who are employed for four (4) or more consecutive years will be paid for three (3) weeks of parental leave.

ARTICLE 18 OTHER BENEFITS

18.1 Free Employee Shift Meal.

1. Employee will receive a free shift meal, up to \$10 (retail price).
2. If a meal is more than \$10, the employee must pay 100% of the balance.
3. There are no restrictions on menu items.
4. An employee shift meal may be ordered within one (1) hour prior to scheduled shift or on a 30-minute meal break or rest period. Food purchased prior to scheduled shifts and during the rest and meal periods must be consumed at the restaurant.

18.2 Family Meal Discount.

1. Employees may purchase an additional meal to take home after their shift at a 50% discount.
2. This discount is not valid through the drive thru and can only be applied at the counter register. Only managers can ring in discounted meals.
3. There is no limit for use of the Family Meal Discount throughout a workday. If an employee wants to purchase a second meal during their shift, they can purchase it with the Family Meal Discount. Family Meal Discounts are only to be used by Burgerville employees on scheduled workdays.

Employees must follow the ordering and payment procedures in the Rest and Meal Periods policy when obtaining Free Shift Meals and Family Meal Discounts.

18.3 Tips.

1. All employees are eligible to receive tips while working all regular and overtime hours. It does not include, sick time, management hours (by TMs in training), facilities maintenance hours, offsite training hours or crew meeting hours. No later than 30 days after ratification, the tip program for drive-thru orders will be implemented in all Union restaurants.

- A. Tips include any gratuitous, voluntary payment made by a guest to an employee. This includes cash tips and credit or debit card tips. Burgerville may not keep tips received by its employees for any purposes outside of the standard 3% credit card processing fee on credit card tips, including allowing managers or supervisors to keep any portion of employees' tips. Tips will be paid out through the payroll check every-other week to ensure federal income tax, social security, Medicare taxes, and state income tax (Oregon only) can be withheld.
 - B. The standard tip rate for tips will be determined on a two-week basis to follow our current payroll cycle. The tip rate will be determined by dividing the total dollars in tips collected per restaurant during the tip period by the total number of eligible hours per restaurant:
 - i. $(\text{Total amount in tip pool per restaurant}) \div (\text{Total hours worked per restaurant in day/week/pay period}) = (\$ \text{ per hour})$
 - ii. $(\$ \text{ per hour}) \times (\text{Hours worked by individual that day/week/pay period}) = \text{Tips owed to employee}$
 - C. All tips are taxable income and will be reported on the employee's tax return. Tips are not factored in regular rate of pay for overtime purposes.
2. Burgerville will establish policies and procedures pertaining to the following:
- A. Receiving, securing and distributing cash tips.
 - B. Depositing and declaring cash tips.
 - C. Receiving, securing, processing and distributing credit and debit card tips. These procedures must provide guests a variety of suggested tip amounts no less than 8% and with one option at least as high as 15%, as well as the ability to provide custom tip amounts.
 - D. A procedure for pooling tips evenly across all eligible employees by hours worked. Managers will provide a daily tip pool report to provide employees an estimate of the current tip rate. This report is not an official calculation of the tip rate that will be determined at the end of the pay period.
3. Cash Handling Policy. It is a serious violation of company policy to not handle cash and credit/debit card tips accurately and appropriately. Failure to appropriately handle tips, such as not including tips in the tip pool, will result in corrective action to be taken in accordance with the Discipline article (Article 10) of this Agreement.
4. No Solicitation. No guest or employee should be harassed or discriminated against based on their tipping. Tips are not to be explicitly requested from the guest (for one examples, saying to a guest "can you please leave a tip.")

5. **Opt Out of Tips.** If an employee decides that they do not want to receive tips or participate in the tip pool, the employee must voluntarily opt out by submitting an Opt Out of Tips form to their manager. The effective date of opting-out to tips will be the beginning of the next pay period. Employees can opt back in at any time. If an employee opts back in, they will begin participating in the tip pool and receiving tips at the beginning of the next pay period. Tips will not be back paid in the event an employee decided to opt back into the tip pool after opting out.
6. **Miscellaneous.** Burgerville will comply with federal and state tax laws requiring all tips/gratuities to be reported. Burgerville is not responsible for missing cash tips, including cash tips that are stolen by other employees, guests or third parties, whether or not the cash tips are being stored in the company safe.

18.4 Compensation for Food Handlers' Card.

Upon completion of one year of continuous employment, the Employer will reimburse bargaining unit Employees for the cost of the recertifications of the Food Handlers' Card required by the Employer, municipality, and/or State.

ARTICLE 19 SCHEDULING

19.1 Compensation for Scheduled Hours.

Employees will be compensated at one-half times the employee's regular rate of pay, excluding tips, per hour, for each scheduled hour that the employee does not work in accordance with the Oregon Predictive Scheduling Act.

19.2 Shift Trading.

All employees will be permitted to trade shifts. Employees who request additional shifts will be notified via Teamworks when a shift becomes vacant on the Employer's scheduling software. All trades are subject to approval by management.

19.3 Minimum Shift Length Requirement.

No employee will be scheduled for a shift less than four (4) hours long, except in the event of filling call-out shifts. The Employer will make a good faith effort to provide the minimum shift length for filling call out-shifts, based on business needs and employee availability. An employee can voluntarily opt-in to be available for shifts shorter than four hours at any time to be effective on the next scheduling period. An employee who has voluntarily opted to be available for shifts shorter than four hours can opt-out at any time to be effective on the next scheduling period.

19.4 Shift Assignments.

It is a priority of Burgerville and the Union that employees are scheduled to work at least 30 hours per week, unless the employee requests less hours. Both parties acknowledge business fluctuation may result in changes in the number and length of shifts. To assist the scheduling process, the following steps will be taken. Employee and management shall meet to discuss the employee's availability and

preference for the number of work hours in a week. Burgerville will use its best efforts to ensure employees are scheduled for at least 30 hours/week, provided employee:

1. Enters 30 or more available hours per week in Teamworks (this provides the Employer and the employee the flexibility needed to offer 30 hours based on the needs of the business and the personal needs of the employee);
2. Works one or more longer shift (8 or more hours) per week, depending on employee's availability; and
3. Limit absences or arrange to pick up make-up shifts.

If an employee is in jeopardy of becoming ineligible for health care insurance, management will notify the employee and engage in dialogue in an effort to resolve the issue. It is also the employee's responsibility to keep track of their hours and bring any concerns about the possibility of losing their eligibility to the attention of their manager in an effort to proactively resolve the issue.

19.5 Consistent Scheduling Criteria.

A consistent schedule is a 90-day schedule with the same schedule shifts in a calendar week each calendar week. In recognition of an employee's service to the Employer, employees who have met the following criteria may apply for a consistent schedule:

1. Worked for at least 3 months from date of hire;
2. Received an evaluation of "achieving" or higher;
3. Verbal written warnings within the past 30 days must be corrected within 30 days;
4. Written warnings must be corrected within 6 months;
5. Personal information and scheduling availability on Teamworks must remain current;
6. Willing to commit and follow-through on the assigned schedule for 90 day periods; if employee requests a change in their consistent schedule, the Employer will make a good faith effort to adjust the consistent schedule and, if it is not feasible, then employee waives and forfeits right to consistent schedule, in whole or in part as may be applicable, for that 90-day period if they are unable to work as posted; and
7. Requesting time off in accordance with established attendance policies will not result in forfeiture of the right to consistent schedules.

Failure to follow the 90-day schedule as planned requires the employee to restart eligibility.

19.6 Consistent Scheduling Communication.

Employees and Burgerville commit to timely, clear and ongoing communication to circumstances impacting consistent scheduling. For example, when a shift subject to consistent scheduling opens,

management will notify employees via Teamworks of the opening. Employees will maintain their availability and shift preference in Teamworks.

19.7 Consistent Scheduling Call Outs.

Call outs protected by leave laws should not impact an employee's consistent schedule. Call-outs not protected by leave laws will be handled as a performance issues for not following procedures.

19.8 Consistent Scheduling Conflicts.

There are no bumping rights. Any employee can apply for open shifts and employees with the highest seniority will be considered based on their ability and then availability. In the event two or more employees request the same shift it will be addressed by ability, availability and then by seniority.

19.9 Consistent Scheduling Business Considerations.

In the event the business environment changes and necessitates changing an employee's agreed upon schedule, changes will be handled in the order of ability, seniority, and availability.

19.10 Notice.

The Employer must provide an employee with a work schedule, in writing, at least fourteen (14) calendar days before the first day on the schedule. The work schedule must be posted in a conspicuous and accessible location.

19.11 Notice of changes.

Changes made to the schedule will comply with Oregon Predictive Employee Scheduling Law.

19.12 Consecutive days off.

A good faith effort will be made to schedule every employee two (2) consecutive days off per seven (7) day work period, based on business needs and an employee's availability reported in Teamworks.

19.13 Process for work assignments.

When providing their availability, employees will also provide their work assignment preference (grill, drive-through, counter, etc.). Employees shall communicate with management to discuss employee's preferences for hours and shifts (such as hours requirements to qualify for health care insurance) and the parties will engage in dialogue to identify what barriers exist and how to overcome them. Management will make a good faith effort to accommodate these preferences when scheduling shifts, training requests, and number of work hours. Training on a specific work assignment will not guarantee shifts or hours in that position.

ARTICLE 20 HIRING

Burgerville will apply and enforce its Hiring policy, effective February 1, 2021, attached as Appendix [B] to this Agreement. Burgerville will notify the Union of any changes to the Union of any changes to the policy and bargain in good faith over said changes.

ARTICLE 21 SENIORITY

21.1 Definition.

Seniority shall be an employee's length of continuous service within the bargaining unit and calculated as their last date of hire within the bargaining unit.

21.2 Loss of Seniority.

Seniority shall be broken or terminated if an employee:

1. Quits, unless rehired within six (6) months.
2. Discharged for cause, including job abandonment.
3. Is laid off and fails to report to work within two (2) weeks or less of recall.
4. Is laid off for longer than six (6) months.
5. Fails to report for work at the end of a leave of absence.
6. Takes a leave of absence, whether paid or unpaid, that exceeds 180 days, unless it is for a leave protected by law, such as medical or military.

ARTICLE 22 CLOSURES AND LAYOFFS

22.1 Closures and Layoff Notification.

In the event of store closures or layoffs, the Employer will give thirty (30) days' notice to the Union in writing, detailing the reason for the closure.

22.2 Procedure.

In the event of layoffs, the Employer agrees to the following steps.

1. Affected employees will first be offered the chance to voluntarily transfer to another bargaining unit store if another bargaining unit store is currently hiring.
2. Affected employees will have the option of volunteering for layoff. These employees will have full Recall Rights as laid out in Article 22.3.

3. If an additional reduction in forces is still required after employees have been offered the option of volunteering for a layoff, employees will be laid off in order of least seniority to most seniority.
4. Any employee who has a final disciplinary action during the 12 months immediately preceding the layoff will not be eligible for transfers.
5. Employees subject to these procedures shall not be disciplined or retaliated against.

22.3 Recall Rights.

Employees laid off will have the right to vacant or available positions as they arise at the store they previously worked for up to six (6) months from the date of their termination. Employees will be offered positions in inverse order in which they were laid off, provided employees have the required ability, performance and availability.

If that store was closed, they have the right to vacant or available positions as they arise at other bargaining unit stores for up to six (6) months from the date of their termination.

An employee's disciplinary record will not affect their eligibility for recall.

ARTICLE 23 DRUG AND ALCOHOL POLICY

Burgerville will apply and enforce its Alcohol and Drug-Free Workplace policy, effective February 1, 2021, attached as Exhibit C to this Agreement. Burgerville will notify the Union of any changes to the policy and bargain in good faith over said changes. Any discipline or termination under the Alcohol and Drug-Free Workplace policy is subject to the Grievance Procedures.

For purposes of clarifying the Employer's policies for "reasonable suspicion" testing for alcohol of marijuana, odor alone is not sufficient and other indicia indications of being "under the influence" must be observed by management. However, smelling of alcohol or marijuana at work is a violation of the Employer's uniform policy and will result in disciplinary action in accordance with this Agreement.

ARTICLE 24 DURATION

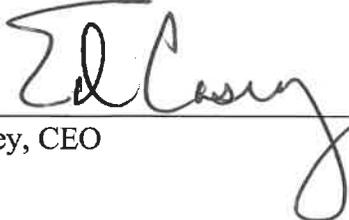
This Agreement shall be in full force and effect from December 16, 2021 through April 30, 2023 and shall continue in effect thereafter unless either party shall give to the other a notice of intention to terminate or modify this Agreement. Such notice shall be given at least sixty (60) days prior to the expiration date of this Agreement. If such notice is not given, either party may thereafter terminate the current Agreement and begin bargaining a successor upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date herein mentioned.

Signed this 16th day of February, 2022.

**INDUSTRIAL WORKERS OF THE
WORLD, PORTLAND CHAPTER, d/b/a
BURGERVILLE WORKERS UNION,
BURGERVILLE #41**

BURGERVILLE LLC

By: 
Ed Casey, CEO

By: _____

Name: _____

Title: _____

**INDUSTRIAL WORKERS OF THE
WORLD, PORTLAND CHAPTER, d/b/a
BURGERVILLE WORKERS UNION,
BURGERVILLE #08**

By: _____

Name: _____

Title: _____

**INDUSTRIAL WORKERS OF THE
WORLD, PORTLAND CHAPTER, d/b/a
BURGERVILLE WORKERS UNION,
BURGERVILLE #14**

By: _____

Name: _____

Title: _____

**INDUSTRIAL WORKERS OF THE
WORLD, PORTLAND CHAPTER, d/b/a
BURGERVILLE WORKERS UNION,
BURGERVILLE #4**

By: _____

Name: _____

Title: _____

**INDUSTRIAL WORKERS OF THE
WORLD, PORTLAND CHAPTER, d/b/a
BURGERVILLE WORKERS UNION,
BURGERVILLE #32**

By: _____

Name: _____

Title: _____



Crew Member Performance Review Form - *SELF-EVALUATION*

| | | | |
|----------------|--|-------------------|---|
| Review Date: | | Hire Date: | |
| Employee Name: | | Anniversary Date: | |
| Manager Name: | | Years of Service: | Hours: |
| Restaurant #: | | Effective Date: | |

We depend on you to provide our guests with an extraordinary experience by arriving to work as scheduled with clean attire, perform your job safely so you or others are not harmed and prepare our foods to the highest quality in a clean and professional environment.

RATING DESCRIPTIONS:

You have the ability to earn a rating of 1, 2 or 3 in each of the essential contributions noted below. 3 is the highest rating.

1-Not Meeting Expectations: Employee not meeting expectations and not delivering the expected results in significant areas.

2-Meeting Expectations: Employee consistently meets expectations. Performance is well balanced and employee delivers expected results.

3-Exceeding Expectations: Employee consistently exceeds expectations, has a significant impact on the restaurant and is a role model for others.

| | |
|--------------------------------|--|
| Essential Contributions | Dependability, Teamwork & Continuous Improvement are the highest weighted Essential Contributions. Receiving a rating of 3 in any of the top three Essential Contributions with all 1's in the other areas will generate a performance plan and no increase in pay. Receiving a rating of 1 in all Essential Contributions will also generate a performance improvement plan and no increase in pay. |
|--------------------------------|--|

| | | | |
|-------------------------------|------|---|---|
| Dependability* | | | Regular and reliable attendance is an essential function of your job. Do what you say, when you say. We need to trust you will come to work and serve our guests. |
| Teamwork | | | You are polite, inclusive, respectful, you don't bully, harass or intimidate. You are committed to working cooperatively in coordination with others. You listen and respond constructively. You provide assistance to others as they need it and share your expertise with others. |
| Continuous Improvement | | | You demonstrate knowledge of processes, seek feedback and ways to improve. You are open to learning from others with more and less experience. You strive to excel and contribute to business success in new and challenging ways. |
| Appearance/Hygiene | | | You are aware of your impact on others, you arrive to work and return from breaks clean, tidy and odor free. You know first impressions matter to our guests. |
| Safety | | | We ALL own safety and are responsible for the form, fit and function of all safety equipment & PPE. You learn & follow all safety requirements including appropriate use of PPE. You demonstrates safe practices in all tasks. |
| Quality | | | You think through all the details and understand your work and why it is important to our guests and our business. You learn & follow all food and allergen safety protocols. |
| Food Prep | | | Make it outstanding! Learn and share your skills with others. Prepare all foods to the proper specifications. |
| Cleanliness | | | Keep your accountable restaurant locations pristine. |
| Guest Experience | | | We can count on you to provide excellent customer service. You provide our first class food with first class service. |
| Total Essential Contributions | 31.5 | 0 | Your total rating is added and converted to a percentage. Your percentage is then determined by the corresponding Pay Range and Years of Service as shown in the charts below. |

***The only way to earn points for dependability are noted below. Tardy means you are more than 5 minutes late for your scheduled shift.**

| | | |
|---------------------|---|--|
| To Earn a Rating of | 3 | Employee had ZERO unexcused call outs or 1 tardy and no written performance issues. |
| To Earn a Rating of | 2 | Employee had 1-2 unexcused call outs and/or 2-5 tardies and no written performance issues. |



Crew Member Performance Review Form - *SELF-EVALUATION*

| | | | |
|----------------|--|-------------------|--------|
| Review Date: | | Hire Date: | |
| Employee Name: | | Anniversary Date: | |
| Manager Name: | | Years of Service: | Hours: |
| Restaurant #: | | Effective Date: | |

| | | |
|---------------------|---|---|
| To Earn a Rating of | 1 | Employee had 3 or more unexcused call outs or 6 and/or more tardies or a written performance issue. |
|---------------------|---|---|

Dates of above issues:

You have been demonstrating your contributions in the following ways:

Areas where you can improve your contributions:

Areas where you would like to learn and develop to increase your overall contributions:

Please provide any comments you may have about your review.

| | | | |
|---------------------|--|-------|--|
| Employee Signature: | | Date: | |
| Manager Signature: | | Date: | |

cc: Employee File



Crew Member Performance Review Form

| | | | |
|----------------|--|-------------------|--|
| Review Date: | | Hire Date: | |
| Employee Name: | | Anniversary Date: | |
| Manager Name: | | Years of Service: | 0.000 |
| Restaurant #: | | Effective Date: | Hours: <input style="width: 50px;" type="text"/> |

We depend on you to provide our guests with an extraordinary experience by arriving to work as scheduled with clean attire, perform your job safely so you or others are not harmed and prepare our foods to the highest quality in a clean and professional environment.

RATING DESCRIPTIONS:

You have the ability to earn a rating of 1, 2 or 3 in each of the essential contributions noted below. 3 is the highest rating.

1-Not Meeting Expectations: Employee not meeting expectations and not delivering the expected results in significant areas.

2-Meeting Expectations: Employee consistently meets expectations. Performance is well balanced and employee delivers expected results.

3-Exceeding Expectations: Employee consistently exceeds expectations, has a significant impact on the restaurant and is a role model for others.

Essential Contributions
 Dependability, Teamwork & Continuous Improvement are the highest weighted Essential Contributions. See the dependability criteria matrix at the bottom of page 2. Receiving a rating of 3 in any of the top three Essential Contributions with all 1's in the other areas will generate a performance plan and no increase in pay. Receiving a rating of 1 in all Essential Contribution's will also generate a performance improvement plan and no increase in pay.

| | | | |
|-------------------------------|------|-----|---|
| Dependability+* | | | Regular and reliable attendance is an essential function of your job. Do what you say, when you say. We need to trust you will come to work and serve our guests. |
| Teamwork | | | You are polite, inclusive, respectful, you don't bully, harass or intimidate. You are committed to working cooperatively in coordination with others. You listen and respond constructively. You provide assistance to others as they need it and share your expertise with others. |
| Continuous Improvement | | | You demonstrate knowledge of processes, seek feedback and ways to improve. You are open to learning from others with more and less experience. You strive to excel and contribute to business success in new and challenging ways. |
| Appearance/Hygiene | | | You are aware of your impact on others, you arrive to work and return from breaks clean, tidy and odor free. You know first impressions matter to our guests. |
| Safety | | | We ALL own safety and are responsible for the form, fit and function of all safety equipment & PPE. You learn & follow all safety requirements including appropriate use of PPE. You demonstrates safe practices in all tasks. |
| Quality | | | You think through all the details and understand your work and why it is important to our guests and our business. You learn & follow all food and allergen safety protocols. |
| Food Prep | | | Make it outstanding! Learn and share your skills with others. Prepare all foods to the proper specifications. |
| Cleanliness | | | Keep your accountable restaurant locations pristine. |
| Guest Experience | | | We can count on you to provide excellent customer service. You provide our first class food with first class service. |
| Total Essential Contributions | 31.5 | 0.0 | Your total rating is added and converted to a percentage. Your percentage is then determined by the corresponding Pay Range and Years of Service (YOS) as shown in the charts below. |
| Total Percentage Earned | 1 | 0% | All 1's in Dependability, Teamwork & Continuous Improvement results in ZERO increase and a PIP, regardless of % earned. |



Crew Member Performance Review Form

| | | | |
|----------------|-------------------|-------|---|
| Review Date: | Hire Date: | | |
| Employee Name: | Anniversary Date: | | |
| Manager Name: | Years of Service: | 0.000 | Hours: |
| Restaurant #: | Effective Date: | | |

| | | | | |
|--|---------|---|---|------|
| EMPLOYEE PAY CHANGE PAGE | | | Current Pay: | |
| SEND PAGE 2 to payroll@burgerville.com | | | Meets: | \$ - |
| Years of Service | Exceeds | Meets | Exceeds: | \$ - |
| | ≥ 90% | ≥ 65% | New Pay: | \$ - |
| 6 Months & and over 390 hours | \$0.30 | \$0.20 | Lump Sum Calculation: | \$ - |
| 1 Year & and over 780 hours | \$0.40 | \$0.25 | PERFORMANCE IMPROVEMENT PLAN (PIP) GUIDELINES: | |
| 2 Years | \$0.40 | \$0.25 | -Anyone who is rated below 65% will be placed on a PIP. | |
| 3 Years | \$0.40 | \$0.25 | -Anyone with a rating of 3 in the top three essential contributions (Dependability, Teamwork, and Continuous Improvement) and a rating of 1 in all of the remaining contributions will be placed on a PIP. | |
| 4 Years | \$0.40 | \$0.25 | -A PIP must be successfully completed within 60 days. | |
| 5 Years | \$0.40 | \$0.25 | -Upon successful completion of the 60-day PIP the employee will be receive a rating of 2/Meets. | |
| 6 Years | \$0.40 | \$0.25 | -The corresponding pay increase will be implemented the first pay period following the successful completion of the PIP. | |
| 7 Years | \$0.40 | \$0.25 | -There is no retro-active pay for the PIP period of time. | |
| 8 Years | \$0.40 | \$0.25 | **Employees employed more than 10 years and based on performance will receive a one-time annual payout of their earned increase based on hours worked in the previous year after the base pay maximum is met. | |
| 9 Years | \$0.40 | \$0.25 | | |
| 10 Years | \$0.40 | \$0.25 | | |
| **10 Years Plus | \$0.40 | \$0.25 | | |
| **The only way to earn points for dependability are noted below. Tardy means you are more than 5 minutes late for your scheduled shift. | | | | |
| To Earn a Rating of | 3 | Employee had ZERO unexcused call outs or 1 tardy and no written performance issues. | | |
| To Earn a Rating of | 2 | Employee had 1-2 unexcused call outs and/or 2-5 tardies and no written performance issues. | | |
| To Earn a Rating of | 1 | Employee had 3 or more unexcused call outs and/or 6 or more tardies or a written performance issue. | | |
| Dates of above issues: | | | | |

Submit this form to payroll@burgerville.com to be processed



Crew Member Performance Review Form

| | | | | | |
|----------------|--|-------------------|-------|--------|--|
| Review Date: | | Hire Date: | | | |
| Employee Name: | | Anniversary Date: | | | |
| Manager Name: | | Years of Service: | 0.000 | Hours: | |
| Restaurant #: | | Effective Date: | | | |

You have been demonstrating your contributions in the following ways:

Areas where you can improve your contributions:

Areas where you would like to learn and develop to increase your overall contributions:

Please provide any comments you may have about your review.

| | | | |
|---------------------|--|-------|--|
| Employee Signature: | | Date: | |
| Manager Signature: | | Date: | |

cc: Employee File



Performance Improvement Plan (PIP)

Burgerville is committed to Authentic Service, Accountability and Performance

EMPLOYEE INFORMATION

Employee Name: _____ Date: _____
Job Title: _____ Manager: _____

DETAILS

The purpose of the Performance Improvement Plan is to alert you to areas where improvement is needed, and to impress upon you the need to make considerable progress in addressing them. At the same time, you should raise any areas of concern you have with your supervisor and/or Human Resources. As always, the Open-Door Policy is available for you.

Description of Areas Needing Improvement:

Burgerville would like to start off by saying we value you as an employee as you are an asset to our team. However, during the course of your employment, you have not been met the required expectations of a Burgerville Crew Member. Your management team has spoken with you concerning your performance and the need to improve. To date, there has not been significant improvement. The following performance conversations and support structures have occurred:

- **Quality of Work Concerns (for example)**
 - Example 1 (Date)
 - Example 2 (Date)
- **Speed of Service (for example)**
 - Example 1 (Date)
 - Example 2 (Date)
- **Menu Memory (for example)**
 - Example 1 (Date)
 - Example 2 (Date)

Your management team will be meeting with you on a weekly and/or bi-weekly basis to review your progress on each of the above items. Our goal is to provide additional feedback and coaching to assist you in improving your performance and your contributions to restaurant operations.

Improvement must occur immediately and must be maintained.

If we do not see acceptable progress towards addressing these performance issues, or if any portion of this improvement action plan is violated at any time during the specified timeframe, or other unacceptable behaviors occur, it may result in additional disciplinary action up to and including separation from the company.

A decrease in performance after successfully completing the action plan may result in being dismissed from the Company without the issuance of another warning or action plan.

CONSEQUENCES:

You are being placed on a Performance Improvement Plan and if significant improvement in the above areas is not achieved within the specified timeframe, and if there are any additional violations of company policies during this PIP, it may result in additional disciplinary action up to and including termination.

PLAN FOR IMPROVEMENT:

Name, we all have opportunities for improvement and growth. The purpose of this action plan is to provide you constructive feedback and support for you by giving you the tools and structure to be more effective and successful in your position.

- **Quality of Work Concerns (for example)**
 - What do they need to do to improve this area? (Be very specific)
 - What do they need to do to improve this area?

- **Speed of Service (for example)**
 - What do they need to do to improve this area? (Be very specific)
 - What do they need to do to improve this area? (Be very specific)

- **Menu Memory (for example)**
 - What do they need to do to improve this area? (Be very specific)
 - What do they need to do to improve this area? (Be very specific)

If the items identified in this plan are not addressed it may lead to additional disciplinary action, up to and including termination.

Your signature acknowledges this discussion; it does not indicate agreement or disagreement with this plan.

I have read my Performance Improvement Plan and understand that if there is not an immediate improvement as specified above that further disciplinary action will be taken up to and including termination. I also acknowledge that I have been given the opportunity to provide feedback and input in the plan as indicated above.

Nothing in this document modifies the at-will nature of your employment.

ACKNOWLEDGEMENT OF RECEIPT OF PERFORMANCE IMPROVEMENT PLAN

*I acknowledge by my signature below that the facts of the incidents related to my performance have **been explained to me in detail by my supervisor and/or manager. I also acknowledge that I have been given the opportunity to provide feedback** and input into the process as listed above. I understand that my failure to comply with the items mentioned in the Performance Improvement Plan – Plan for Improvement section may result in further disciplinary action up to and including termination of employment.*

Employee Signature *Printed Name* *Date*

Manager Signature *Printed Name* *Date*

Witness Signature *Printed Name* *Date*

EMPLOYEE COMMENTS:



POLICY & PROCEDURE

Mission: "Serve with Love"

Burgerville, LLC

Policy Name

**Alcohol and Drug-Free
Workplace**

Department: Human
Resources

Effective Date

September 16, 2020

Revised from January 2019

POLICY

Burgerville has a zero tolerance against drugs or alcohol in the workplace. The Company is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any of our employees use drugs or alcohol on the job, comes to work under the influence, or possesses, distributes, or sells alcohol or drugs in the workplace. The term "drug" for purposes of this policy includes prescription drugs that might affect workplace safety, as well as illegal inhalants and illegal drugs under either state and/or federal law. The term "intoxicants" means drugs or alcohol. Marijuana remains illegal under federal law and as such is prohibited by this zero-tolerance policy.

PURPOSE

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive alcohol and drug-free environment. The use of, possession of, distribution of or being under the influence of intoxicants will not be tolerated at the Company. Use of prescribed medications and over-the-counter drugs outside of their prescribed or intended use will not be tolerated at the Company.

With these basic objectives in mind, we have established the following zero tolerance policy:

- It is a violation of policy for any employee to use, possess, distribute, sell, trade, or offer for sale alcohol, drugs or drug paraphernalia in the workplace or in circumstances that we believe might adversely affect our operations or safety.
- It is a violation of policy for any employee to report to work under the influence of intoxicants, to be in this condition while on company property or in other circumstances we believe might adversely affect our operations or safety.

Violations of this policy subject the employee to disciplinary action up to and including termination.

POSTIVE TEST RESULT

An employee whose alcohol or drug test result is "positive" will be considered in violation of this policy. The Company has a zero tolerance policy regarding any positive test result. In the event a positive test result for drugs or alcohol is received, the Company will, prior to taking disciplinary action against the employee, submit the initial test for confirmation test in a federal or state licensed clinical laboratory.

For purposes of this policy, "under the influence of alcohol or drugs" or "under the influence of intoxicants" is any detectable level of alcohol or drugs present in the individual's system (based on the results of urinalysis, oral swab, or breathalyzer testing).



POLICY & PROCEDURE

Mission: "Serve with Love"

FAILURE TO COOPERATE IN DRUG/ALCOHOL TESTING

The following employee acts will be deemed as failing to cooperate in the Company's drug and alcohol testing protocol:

1. Fails or refuses to timely take a drug or alcohol test as requested by the Company under the terms of this policy;
2. Refuses to cooperate with or subverts or attempts to subvert a drug or alcohol testing process requested by the Company under this policy, including, but not limited to:
 - Refusal or failure to complete proper documentation that authorizes the test;
 - Presentation of false identification;
 - Use of a false specimen or placement of an adulterant in the individual's specimen for testing, when the adulterant is identified by a testing facility; or
 - Interference with the accuracy of the test results by conduct that includes dilution or adulteration of a test specimen.

Failure to cooperate in testing under this section will be considered insubordination, and grounds for immediate suspension and disciplinary action up to and including termination.

COMPANY ASSISTANCE

An employee who believes that they have a problem involving the use of alcohol or drugs can ask HR, or any member of management they feel comfortable talking to, for confidential assistance. No discipline or reprisals will result merely from an employee voluntarily asking for such assistance, and the Company will work with the employee to initiate an appropriate treatment program. This provision does not apply if the employee is already suspected of violating this policy and may be subject to discipline at the time of the request or announcement. The Company will also work with the employee to identify all company benefits and benefit programs that may be available to help deal with the substance abuse problem. However, the Company will not pay for the treatment program.

The Company may require an employee to confidentially visit an employee assistance counselor whenever, in the Company's judgment, this may help identify or correct a performance problem, or help in the successful implementation or completion of a treatment program. If this is required by the Company, then the visit to the counselor will be paid by the Company.

Any request for assistance and participation in any later treatment program will be kept as confidential as possible under all the factual circumstances.

However, it is the employees' responsibility to seek company assistance before drug or alcohol problems lead to on-the job safety, performance or misconduct incidents, or a violation of this policy. If an employee uses alcohol or drugs in connection with work, or otherwise violates this policy, the employee will not be entitled afterwards to enter a treatment program and avoid discipline or penalty.



POLICY & PROCEDURE

Mission: "Serve with Love"

CURRENT EMPLOYEE TESTING

All current employees are subject to drug and alcohol testing as described below.

Reasonable Suspicion Testing

Where we have reasonable suspicion that an employee may be under the influence of drugs or alcohol, the employee will be required to submit to testing to determine the presence of alcohol or drugs. The Company reserves the right to determine whether reasonable suspicion for testing exists.

Reasonable suspicion is based on observable, objective evidence that gives the Company a reasonable basis to suspect that the employee may be impaired or affected by drugs or alcohol in the workplace and may include, but is not limited to the following:

- Observed drug or alcohol use during work hours at the workplace, or employee statements or admissions regarding such use;
- Disclosure or admitting to being under the influence of drugs or alcohol at work
- Apparent physical symptoms of impairment or intoxication;
- Erratic, unusual or bizarre behavior;
- Incoherent or slurred speech or confused mental state;
- Odor of alcohol or marijuana on the body or breath;
- Unsteady standing or walking;
- Inability or difficulty completing routine tasks;
- Disorientation or confusion;
- Possession of alcohol or drug paraphernalia on Company property.

PRESCRIPTION DRUGS

Employees who are medically authorized to use over-the-counter drugs or prescription drugs which might impair safe job performance are responsible to determine from a physician or pharmacist whether or not the substance is capable of impairing safe job performance. If use of the drug could impair safe job performance, the employee must report the use of the substance to their manager and provide proper written medical authorization from a physician stating that the physician has reviewed the position description and has concluded that it is safe for the employee to perform the essential functions of the position while using such prescribed and/or authorized drugs.

REVISIONS

| Date of Change | Change | Contact Name |
|----------------|---|-----------------------|
| 12/26/2018 | Removal of Pre-Employment and Pre-Promotion Testing | Elizabeth Graham |
| 09/16/2020 | Removal of Arrest or Convictions - Drugs | Christina Archambault |



POLICY & PROCEDURE

Mission: "Serve with Love"

Burgerville Acknowledgement of Revised Policy

September 2020

I acknowledge that I have received the revised:

Alcohol and Drug Free Workplace Policy

The attached policy replaces the prior version.

I understand that it is my responsibility to read and comply with this policy. I further understand that I should consult my managers regarding any questions raised by these policies and not answered by the Employee or Manager/Home Office Handbook.

Employee's Name (printed): _____

Employee's Signature: _____

Date: _____