

AGREEMENT

BETWEEN

SEIU LOCAL 517M

AND

SODEXO BEECHER SCHOOL DISTRICT

CAFETERIA EMPLOYEES

EFFECTIVE: JULY 1, 2012 THROUGH JUNE 30, 2015

AGREEMENT

BETWEEN

SEIU LOCAL 517M

AND

SODEXO, INC., SCHOOL SERVICES DIVISION

AT

**BEECHER SCHOOL DISTRICT
(CAFETERIA EMPLOYEES)
1020 WEST COLDWATER ROAD
FLINT, MICHIGAN 48505**

FROM: JULY 1, 2012

THROUGH: JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE..... 4

ARTICLE 2 - RECOGNITION..... 4

ARTICLE 3 – NON-DISCRIMINATION 4

ARTICLE 4 - DEFINITIONS 5

ARTICLE 5 - VOLUNTARY DEDUCTION OF DUES 5

ARTICLE 6 - MANAGEMENT RIGHTS 6

ARTICLE 7 - NO STRIKE 6

ARTICLE 8 - REPRESENTATION..... 7

ARTICLE 9 - GRIEVANCE PROCEDURE..... 7

ARTICLE 10 - SENIORITY..... 11

ARTICLE 11 - LAYOFFS AND RECALLS..... 12

ARTICLE 12 - LEAVES OF ABSENCE 12

ARTICLE 13 - NEW JOBS..... 15

ARTICLE 14 - SUMMER WORK..... 16

ARTICLE 15 - BULLETIN BOARDS..... 16

ARTICLE 16 - TRANSFERS AND VACANCIES 16

ARTICLE 17 - DURATION OF DISCIPLINE 17

ARTICLE 18 - RELIEF AND CLEAN-UP TIME 18

ARTICLE 19 - HOLIDAYS 18

ARTICLE 20 - INSURANCE.....	18
ARTICLE 21 - REPORT-IN PAY.....	19
ARTICLE 22 - ACT OF GOD.....	19
ARTICLE 23 - JURY DUTY.....	19
ARTICLE 24 - LONGEVITY PAY.....	19
ARTICLE 25 - EFFECT OF LEGISLATION.....	20
ARTICLE 26 - WAIVER CLAUSE.....	20
ARTICLE 27 - WAGES.....	20
ARTICLE 28 – COPE FUND DEDUCTION.....	22
ARTICLE 29 - TERMINATION AND MODIFICATION.....	23

AGREEMENT

Entered into this 18th day of June, 2012 except as provided elsewhere in this Agreement, between the Sodexo, Inc., School Services Division at Beecher School District, hereinafter referred to as the "Employer" or the "Company", and Local 517M, Service Employees International Union, hereinafter referred to as the "Union".

ARTICLE 1 - PREAMBLE

Whereas it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

ARTICLE 2 - RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for all members of the appropriate unit classified as: regular part-time and full-time cafeteria employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment.

B. For the purpose of this Agreement, the term "employee" shall include all regular part-time and full-time cafeteria employees as defined in Article 10, Seniority, and as classified in Article 27, Wages of this Agreement, employed by the Employer; but excluding: maintenance, custodial, transportation, General Manager, Unit Managers, substitutes, clerical, professional, supervisory, executive and students and all employees who may be assigned to any position involving special programs such as Head Start, which may include cafeteria employees.

C. It shall be recognized that nothing contained herein shall abridge the right of an individual employee to process their own grievance consistent with the terms of this Collective Bargaining Agreement and subject to prior due notice to the Union.

ARTICLE 3 – NON-DISCRIMINATION

A. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

B. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

C. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to

discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

ARTICLE 4 - DEFINITIONS

- A. Full-Time Employee: A "full-time employee" is one who regularly works thirty (30) or more hours per week.
- B. Part-Time Employee: A "part-time employee" is one who regularly works less than thirty (30) hours per week.
- C. Casual Employee: A "casual employee" is one who is scheduled to work on an as needed, non-regular basis.
- D. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

ARTICLE 5 - VOLUNTARY DEDUCTION OF DUES

- A. An employee of the Employer may voluntarily become a member of the Union and pay the membership dues and initiation fees uniformly required as a condition of acquiring or retaining a membership in the Union.
- B. An employee of the Employer who is not a member of the Union at the time this Agreement becomes effective shall as a condition of employment: (1) become a member of the Union on or before the sixtieth (60th) day following the effective date of this Agreement and pay the membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union; or (2) contribute an amount equivalent to the membership dues uniformly required as a condition of acquiring or retaining membership in the Union on or before the sixtieth (60th) day following the effective date of this Agreement.
- C. An employee who is hired after the effective date of this Agreement shall as a condition of employment: (1) become a member of the Union within sixty (60) days and pay the membership dues and initiation fees required as a condition of acquiring or retaining membership in the Union; or (2) contribute an amount equivalent to the membership dues required as a condition of acquiring or retaining membership in the Union on or before the sixtieth (60th) day following the date of hire.
- D. The Employer agrees that as early as practicable after the effective date of this Agreement, payroll deductions for the payment of uniform dues and initiation fees shall be made from the pay of those employees who voluntarily request such dues deduction in writing, who are members in good standing of the Union and who are employed in classifications as defined in Article 10, Seniority, and Article 27, Wages, of this Agreement. Within ten (10) days after the release of an employee, the Employer shall notify the Chairman of the bargaining unit in writing.

E. The Union shall present the Employer with proper authorization for check-off for each employee who voluntarily requests such dues deductions and shall be fully responsible for its validity and correctness and agrees to reimburse the Employer for any deduction made and paid to the Union which may later be held to have not been authorized by the individual involved or which may later be held to be illegal.

F. When an employee does not have sufficient money due them after deductions have been made for Social Security, Insurance, garnishments, etc., or any other deductions authorized by the employee or required by law, Union dues for that month will be collected by the Union directly from the employee.

G. An employee who is absent on account of sickness, leave of absence or any other reason and has no earnings due them for that period shall not have deductions made by the Employer. The Union will arrange collection of dues for that period directly with the employee.

ARTICLE 6 - MANAGEMENT RIGHTS

A. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

B. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

ARTICLE 7 - NO STRIKE

A. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall, any employee take part in any strike, slowdown or stoppages of work, boycott, picketing or other interruption of food service activities in the Beecher School District.

B. Failure or refusal on the part of any employee to comply with any provision of this Article will be cause for immediate dismissal.

ARTICLE 8 - REPRESENTATION

A. The Bargaining Unit Defined: All employees who are covered by the Agreement shall be represented for the purposes of the grievance procedure and negotiations by Stewards and a bargaining committee to be chosen by the Union.

B. Job Status and Functions of Union Officers: Stewards and/or Alternate Stewards shall be paid by the Employer for time spent in processing of grievances directly related to the Employer during their regularly scheduled work hours, provided they have received prior approval from the General Manager, whose approval shall not be unreasonably withheld. Such time shall not exceed a total for all committeemen, stewards and/or alternate stewards of three (3) hours per week at their regular straight-time hourly rate. Not more than one (1) steward will be released at any one time unless prior approval has been granted by the General Manager.

C. The Bargaining Unit shall be divided into three (3) groups as follows:

- Beecher Middle / High School
- Dalley Elementary
- Tucker Elementary

There shall be a total of three (3) union representatives / stewards for all employees covered by this Agreement within those three (3) locations.

D. The Union shall appoint representatives for the Food Service Department. Representatives selected, shall not function as such until the Employer has been notified in writing by the Coordinator of the local union. Notice of the selection of representatives shall be given at the earliest possible date.

E. Representatives and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subjected to the limitations set forth in the Agreement. The union official shall report their absence to the Employer or designee or appropriate supervisor. The reporting procedure is not meant to diminish any rights under this agreement.

F. Any representative having an individual grievance in connection with his/her own work may ask that another representative or union official assist them in adjusting the grievance with their supervisor.

ARTICLE 9 - GRIEVANCE PROCEDURE

The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of the parties. The Employer and the Union agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure:

A. Definitions:

1. The term "grievance" as used herein is defined as a claim by an individual employee alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

a. Written grievances as required herein shall contain the following:

- It must be signed by the employee alleging the violation.
- It must cite the paragraph or sub-paragraph of this Agreement alleged to have been violated.
- It must contain the date of the alleged violation.
- It must specify the relief requested.

2. Any written grievances not in accordance with Paragraph 1 above shall be rejected as improper and such rejection shall not extend the limitations hereinafter set forth.

3. The term "employee" shall include any individual employee who is a member of the bargaining unit as defined in Article 2, Recognition, of this Agreement. The Union shall be entitled to process a grievance under the provisions of this Agreement.

4. The terms "days" used herein shall mean scheduled work days. Time limits may be extended in writing by mutual agreement of the Employer or its representatives and the Union or its representatives.

5. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

a. Termination of services or failure to re-employ any probationary employee or any part-time employee who is scheduled to work less than three (3) hours on a regular daily schedule.

b. Any complaints or claims for which there is another remedial procedure or administrative forum established by law or by regulation having the force of law.

6. The failure to process a grievance or the failure to appeal a decision within the specified time limits provided at any level of this procedure shall be deemed evidence of acceptance of the decision reached at that level.

B. Structure:

1. The representatives of the Employer at the various levels of the Grievance Procedure are as follows:

- a. Level One - General Manager or the designated representative
- b. Level Two - District Manager or the designated representative
- c. Level Three - Director of Human Resources or its designated representative
- d. Level Four - Arbitration

2. The Employer or the Union may be represented at all meetings and hearings at any level of the Grievance Procedure by an individual designated as its representative. An individual employee may not be represented by an Officer, agent or representative of any organization other than the Union.

3. A grievance processed beyond level One of the Grievance Procedure must have the approval of the Union at each level of the Grievance Procedure.

4. The Employer or its designated representatives shall have no responsibility to continue to process a grievance, and said grievance shall be considered settled on the basis of the last answer, if one of the following occurs:

- a. the aggrieved employee's employment is terminated voluntarily
- b. the aggrieved employee withdraws support of the grievance
- c. the Union withdraws support of the grievance
- d. The terms and conditions of this Agreement: (1) expires; (2) are declared null and void by a court of law or appropriate administrative agency; or (3) as contained in Article 7, No Strike, are violated.

C. Procedure:

LEVEL ONE:

1. The employee alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement must first take the matter up verbally with the General Manager within seven (7) working days following the act or condition which is the basis of the alleged grievance. The General Manager shall have seven (7) days from the date of the verbal presentation to provide a response. Such meeting shall be scheduled at a time when there is no disruption of normal school routine and duties of the Union representative or employee.

2. If the verbal answer of the General Manager is unsatisfactory, the Union or employee shall within seven (7) days reduce the grievance to writing and present it to the General Manager.

3. Within seven (7) days from the receipt of the written grievance, the General Manager shall answer the grievance in writing with one (1) copy of the written decision given to the Union and one (1) copy to the grievant.

4. If the grievance is not appealed by the employee and the Union within seven (7) days, the General Manager's decision shall be final.

LEVEL TWO:

1. If the General Manager's decision is not acceptable to the employee and the Union, the grievance may be appealed to the District Manager by sending them a written notice with a copy of the grievance within seven (7) days from the date of the General Manager's decision.

2. Within ten (10) days from receipt of the appeal, the District Manager will schedule a meeting to attempt to satisfactorily resolve the grievance. At this meeting the employee may appear personally; however, they must be represented by the Union. Not more than two (2) Bargaining Unit Union representatives shall be entitled to attend this meeting.

Such meeting shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.

3. Within ten (10) days from the date of this meeting, the District Manager shall answer the grievance in writing. One (1) copy of the written decision shall be given to the Union and one (1) copy to the grievant.

4. If the grievance is not appealed within ten (10) days, the District Manager's decision will be final.

LEVEL THREE:

1. If the employee and the Union do not accept the District Manager's decision, the grievance may be appealed to the Employer by sending a written notice of appeal with a copy of the grievance to the Director of Human Resources within ten (10) days from the receipt of the District Manager's decision.

2. Within fifteen (15) days from the receipt of the appeal, the Director of Human Resources will arrange for a meeting to attempt to satisfactorily resolve the grievances. The employee may attend this meeting but must be represented by the Union. Not more than five (5) representatives of the Union shall be entitled to attend this meeting. Such meeting shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.

3. Within ten (10) days from the date of the meeting, the Director of Human Resources shall answer such grievance in writing. One (1) copy of the Director of Human Resources' decision shall be given to the Union and one (1) copy to the grievant.

4. This decision shall be final and binding unless appealed within ten (10) days from receipt of the Director of Human Resources' decision.

LEVEL FOUR:

1. If the Director of Human Resources' decision is not satisfactory to the grievant and the Union, it may be submitted to arbitration by an impartial arbitrator by sending a written notice with a copy of the grievance to the Director of Human Resources within ten (10) days from the receipt of their decision.

2. Within thirty (30) days from the date of the Director of Human Resource's decision as provided in Level Three, the Union will ask the American Arbitration Association to submit a panel of five (5) arbitrators. Upon receipt of the list of five (5) arbitrators from the American Arbitration Association, the Union will first strike two (2) names, then the Employer will strike two (2) names and the remaining person shall be the arbitrator, provided the arbitrator accepts such appointment and schedules a date for a hearing of the matter. If the arbitrator does not accept the appointment, the American Arbitration Association will again be requested by the Union to immediately submit a list of five (5) additional names and the above procedures for selecting an arbitrator will be followed.

3. This Agreement constitutes a contract between the Employer and the Union, which shall be interpreted in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine the disputed interpretations of terms

actually found in the Agreement. The arbitrator shall, therefore, not have the authority nor shall they consider it their function to include in his decision any issue not submitted to him or to interpret or apply the agreement as to change what fairly can be said has been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his opinion such decision is fair or equitable or because in his opinion it is unfair or inequitable.

4. If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability as the same are set forth in this Article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon its merits. The arbitrator shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the arbitrator determines that such grievance fails to meet the test of arbitrability they shall refer the case back to the parties without a recommendation on its merits.

5. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one (1) grievance, including the argument on arbitrability, at any one (1) hearing.

6. The arbitrator may make such investigation as they deem appropriate and may examine all witnesses and make a record of such proceedings. Within thirty (30) days after the close of the hearing the arbitrator shall issue their decision, which shall be final and binding upon both parties.

7. All cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Employer and the Union.

ARTICLE 10 - SENIORITY

A. New employees hired by the Employer, will be considered as probationary employees until they have been employed continuously for sixty (60) days. After completion of the sixty (60) working days the employee will be considered a regular employee, and their seniority will start as of the most recent date of hire.

B. Probationary employees shall not have recourse to the provisions of Article 9, Grievance Procedure, in the event they are laid off or discharged.

C. When an employee acquires seniority, their name shall be placed on the seniority lists. Up-to-date seniority lists shall be made available to all employees for their inspection by posting where practical or by a satisfactory equivalent method.

D. Seniority of an employee shall continue while they are absent due to an injury covered by Workers' Compensation Insurance.

E. The right to re-employment or the continuing seniority rights of an employee now or hereinafter upon the seniority lists and who is now or hereinafter a member of the Armed Forces of the United States shall accrue seniority during the period of initial conscription as provided by law.

F. An employee who is promoted to a position outside the bargaining unit shall retain but not accumulate seniority. If the employee returns to the bargaining unit, they shall return to the lowest classification in the department and shall be restricted from exercising seniority on other job openings or promotions for a period of sixty (60) working days.

G. Seniority shall not accumulate for an employee on an unpaid leave of absence that exceeds ninety (90) days.

H. Seniority shall be terminated for the following reasons:

1. The employee quits
2. The employee is discharged
3. The employee retires
4. The employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff.

I. Probationary employees. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

J. Once an employee has acquired seniority under the provisions of this Agreement, they shall be entitled to retroactive credit for sick leave which they may have been entitled to accumulate under the provisions of Article 12, Leaves of Absence, of this Agreement.

ARTICLE 11 - LAYOFFS AND RECALLS

A. Layoffs and recalls will be based upon seniority within classifications provided the senior employee is qualified to perform the work required. The Employer shall not be obligated to consider promotions during a layoff period and employees shall not displace other employees in higher classifications. In the event an employee is permanently or temporarily laid off, they may bump into a lateral or lower classification in line with their seniority and qualifications.

B. In the event of a layoff or a reduction in hours, temporary employees shall be reduced first down to a minimum of three (3) hours per day, then part-time shall be reduced to a minimum of three (3) hours per day before full-time employees' hours are reduced. Layoffs and reduction in hours shall be on a seniority basis, in accordance with Paragraph A above.

C. If the Employer decides to close the cafeterias, it shall first consider the applications of laid-off employees who may be qualified for other vacant positions within the Company.

ARTICLE 12 - LEAVES OF ABSENCE

A. Sick Leave:

1. For full-time permanent employees covered by this Agreement hired prior to July 1, 2012, they shall receive a maximum of seven (7) sick leave days per year which shall be credited after the employee reports to work at the beginning of each year. For full-time permanent employees covered by this Agreement hired after July 1, 2012, they shall

receive a maximum of five (5) sick leave days per year which shall be credited after the employee reports to work at the beginning of each year. Employees may accumulate up to a maximum of forty (40) sick leave days.

a. Employees will be given the option, on an annual basis, to accumulate sick days for the current year or the employer will purchase the unused annual sick days for each current year. The employee will be compensated twenty-one dollars (\$21.00) for each unused annual sick day for the current year. Sick days from the current year will be used first.

b. After the third (3rd) consecutive working day of absence, medical verification may be required including certification of the employee's ability to return to work. If the employee has a pattern of absences or the employer has reason to suspect abuse of sick leave, the employee may be required to submit proof of illness or disability prior to three (3) consecutive working days.

2. Applications to have absences charged against sick leave must be made to the General Manager for approval in accordance with an administrative directive.

3. Sick leave days, accumulated prior to an approved leave of absence without pay, shall be held in reserve pending the return of the employee from such leave.

4. Employees who leave the employment of the Employer except on an approved leave of absence shall forfeit all of the unused sick leave accumulation and such time shall not be restored if the employee shall later be re-employed by the Employer.

5. Leave time which shall be deducted from sick leave accumulation shall, be granted at the discretion of the General Manager or their designated representative for the following reasons:

a. Quarantine because of exposure to contagious disease which could be communicated to other employees or students. An approval of a physician to return to work must be presented to the General Manager for the entire period of absence prior to returning to work.

b. Illness in the immediate family. The immediate family shall include: mother, father, husband, wife, child adopted child, step-child or any close relative who resides in the employee's household.

6. Leave time which shall not be deducted from sick leave accumulation shall be granted for the following reasons:

a. Each employee shall be entitled to four (4) personal days per year.

(1) Personal days shall not be taken in connection with a weekend, holiday or school vacation break unless approved by the General Manager. Personal days may be used for in-service days each year.

(2) The request for a personal day must be made at least three (3) days in advance, except for emergencies, and the reason for such leave shall be given in writing to the General Manager.

(3) Not more than three (3) employees will be permitted a personal day on the same day except for emergencies.

(4) Subject to Paragraphs 1 through 4 above, the granting of personal days shall be at the sole discretion of the General Manager.

b. An employee shall be granted up to three paid (3) days for a death in their immediate family, plus reasonable travel time, not to exceed a total of four (4) days providing they submit satisfactory evidence of such death and satisfactory evidence of attendance at the funeral of such person to the General Manager. Immediate family for the purposes of this paragraph shall be defined as: mother, father, husband, wife, child, adopted child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, grandchildren, grandparents, or any close relative who resides in the employee's household. Reasonable travel time shall be construed to be that time required to travel the necessary distance by commercial carrier. In an emergency, the employee may request leave time for the travel time.

B. Military Leaves: Any employee covered by this Agreement who enters active duty in the Armed forces of the United States, who is still qualified to perform the duties of his former position and who makes written application for re-employment within ninety (90) days after release from original conscription under honorable conditions, shall be restored to employment and his status with respect to other employees shall be the same as if he had not entered the services herein specified.

C. Unpaid Leaves: Upon written application by the employee to the General Manager an unpaid leave of absence shall be granted by the Employer in the case of illness or other proven justifiable reasons. Such leaves shall not exceed twelve (12) months, except upon written application to the General Manager such leave may be extended by the Employer an additional twelve (12) months. Seniority of the employee will not accumulate during such leave of absence. Such leave will not be provided to enter other employment, except as provided in other clauses of this Agreement, and fringe benefits shall not accumulate or be paid for the Period of such leave.

D. Union Leave: Any employee of the bargaining unit elected or appointed to a full-time office of the Union where his duties require his absence from work shall be granted a leave of absence without pay upon written request to the General Manager for the term of such office, not to exceed twelve (12) months; except upon written application to the General Manager such leave may be extended by the Employer an additional twelve (12) months. Such employee shall not accumulate seniority during his term of office; however, he shall be returned to the same or an equivalent position in the bargaining unit providing they are qualified and capable of performing such position on termination of the leave of absence.

E. Release Time for Union Activity: Upon written request by an authorized officer of the Union or Labor Representative, the Employer will authorize three (3) members of the Union and the worksite leader, if he/ she is an employee of the Employer, to be absent from his / her job without pay not to exceed five (5) consecutive working days for the purpose of handling Union business or attend training conferences. Further, the Employer upon such written notice will authorize three (3) employees who have been elected as a delegate to convention of the Union to be absent without pay from their job for not more than five (5) regular work days for the purpose of attending such convention, providing the following conditions are met:

1. A written request for such leave must be submitted to the General Manager or designee at least seventy-two (72) hours in advance, except for extenuating circumstances.

2. Only (1) employee shall be granted a leave of absence at any one time. (Currently employees are "grand-fathered".)

F. Employees of the Employer who retire shall be eligible to receive pay for their accrued sick leave days in accordance with the following provisions:

1. Retirement is defined as when an employee retires after reaching fifty (50) years of age or completes twenty (20) years service with either the School District or the Employer.

2. The maximum amount paid by the Employer assumes that the employee's daily rate exceeds such figures in 3, and employees whose daily rate is less than the figures in 3 shall have a pro rata amount based on the hours worked provided in Article 10, Seniority.

3. The Employer shall pay twenty-five (\$25.00) dollars per day for each accumulated sick leave day. The maximum sick leave days pay off is forty (40) days.

4. In the event of said employee's death, their beneficiary as indicated on their term life insurance policy shall receive this accrued Sick leave benefit.

5. The maximum allowable accumulation shall not exceed forty (40) days.

G. The Employer will provide the employee's accumulated sick leave on a quarterly basis to each employee.

H. Family and Medical Leave Act (FMLA). Eligible bargaining unit members shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the provisions of the Family and Medical leave Act of 1993.

ARTICLE 13 - NEW JOBS

A. The Employer shall have the right to establish, evaluate, change and eliminate jobs providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in existing job descriptions, specification, or classification, the Employer has the right to develop and establish such new or revised job description specification, rates of pay and place them into effect. Whenever a new job is made operational, the Employer shall establish the job description.

B. The Employer will notify the Union of such new or changed job within thirty (30) days before such new or changed job is established, and upon request meet with the Union to negotiate the rate and classification. If in the event the parties do not agree upon a rate and classification, then the matter may be submitted to mediation and/or fact finding.

C. The Employer will share content descriptions and "passing scores for tests used to determine qualification for new or existing positions".

ARTICLE 14 - SUMMER WORK

The Employer and Local 517M, Service Employees International Union, hereby agree that the following terms and conditions shall be applicable to employees assigned to the special summer program Food Service. Bargaining unit employees will be given the first opportunity for summer work, if qualified.

1. Employees who were hired prior to July 1, 2012, shall receive two (2) sick leave days.
2. Employees who were hired prior to July 1, 2012 shall receive five (5) summer leave days to be used at anytime with permission of the supervisor. Pay for these days will be given in the same payroll period taken and these paid leave days must be used in the year they are given.
3. July 4th Holiday.
4. Employees who work the summer schedule shall receive their existing hourly rates from the previous school year.

ARTICLE 15 - BULLETIN BOARDS

A bulletin board will be provided in the three (3) central kitchens for the use of the Union posting notices of bona fide Union activities only. In no case shall advertising, political, obscene, scurrilous, printed or written matter be placed on any bulletin board. Upon request to the General Manager, other Union memoranda may be distributed through the intra-school mail.

ARTICLE 16 - TRANSFERS AND VACANCIES

A. The Employer shall within ten (10) working days of a vacancy, post a notice of such vacancy in each central kitchen with notices sent to other schools for a period of ten (10) working days during which an employee may express his desire for such position by submitting a written request to the General Manager.

B. Employees shall be selected for transfer based on qualifications and seniority. If qualification and seniority dates are the same, the General Manager shall select the employee for such transfer.

C. Employees who are permanently transferred shall receive thirty-six (36) hours notice prior to such transfer.

D. An employee who temporarily fills a position because of the absence of a regular employee shall be entitled to retain that position unless the regular employee returns to work within twelve (12) months. All involved employees shall return to their former positions, seniority and qualifications permitting. If an employee returns after twelve (12) months they shall bump the lowest seniority employee in their former classification, provided that they are qualified to satisfactorily perform the job within five (5) days. If they cannot perform the job satisfactorily, they will bump into the lowest seniority position.

E. All job openings shall be posted regardless of hours of the job so employees have a chance to build hours, but the rate will be the same as the classification in which they are working at the time.

ARTICLE 17 - DURATION OF DISCIPLINE

A. No non-probationary employee shall be disciplined without just cause. Discipline shall include warnings, reprimands, suspensions and discharge. Such discipline shall be subject to the grievance procedure, including arbitration.

B. The Employer and the Union agree that the private lives of the employees are their own affairs unless their conduct adversely affects their relationship with students or the discharge of their responsibilities.

C. An employee who is given disciplinary action may request union representation. The Union shall be notified when an employee is to be suspended with recommendation for discharge. The employee shall be provided with representation when given a suspension or suspension with recommendation for discharge. The employee will be allowed to discuss his/her discipline or discharge with the Union representative in a private area made available by the Employer before he/she is required to leave the property of the employer. In emergency situations, the employer has the right to order the employee to leave the premises, at which time the employee shall immediately notify the appropriate union official.

D. Copies of disciplinary action will be given to the affected employee and the Union Steward. Such copies shall include the employee name, the date, the date of the offense, the nature of the offense, the disciplinary action to be taken, the level of the offense, and the name of the Union Representative present.

E. In imposing discipline, suspension or discharge, the Employer shall, except in serious cases follow the principle of progressive discipline, i.e. warning, written reprimand, suspension (with or without pay) or discharge as follows:

1. First Offense: Verbal Warning
2. Second Offense: First Written reprimand
3. Third Offense: Second Written reprimand
4. Fourth Offense: Final Written reprimand; up to five (5) days suspension
5. Fifth Offense: Suspension pending investigation and decision to discharge

F. Serious Offenses include, but are not limited to, theft, possession of a concealed or unauthorized weapon, fighting, and immoral, illegal or indecent conduct. Deliberate, falsification of personnel/payroll records, an absence of three (3) consecutive days without notice to the supervisor or designee, insubordination, and/or repeated violation of the rules of the Employer may result in advance disciplinary actions leading up to and including dismissal.

G. Less serious offenses include, but are not limited to, tardiness, leaving the work site without authorization, failure to report the reason for absence prior to the start of the workday, or poor work performance. Such offenses usually begin at Step 1 of the disciplinary procedure and may lead to suspension and dismissal.

H. If a reprimand is found to be unjust, it will be removed immediately. A bargaining unit member may submit a written explanation or rebuttal to be attached to the original document.

I. Appropriate discipline will be determined based upon the offense and the prior work record of the employee.

J. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

ARTICLE 18 - RELIEF AND CLEAN-UP TIME

A. All employees covered by this Agreement will be permitted to take one (1) fifteen (15)-minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or designee.

B. A reasonable time shall be granted to employees to clean up at the end of their shift. However, the intent of clean-up time is not to shorten the length of the employee's work day nor to allow the employees to leave their job earlier than the established quitting time.

ARTICLE 19 - HOLIDAYS

A. All non-probationary employees of the bargaining unit shall be entitled to the following paid holidays each year: Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Good Friday, Martin Luther King Day, and Memorial Day.

B. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.

C. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

D. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday may be requested to furnish proof of illness for the holiday to be paid.

ARTICLE 20 - INSURANCE

A. The Employer agrees to offer the employer's standard benefit plans (the "Plans") for hourly employees in accordance with the terms and conditions of those plans. Employees subject to this collective bargaining agreement must meet the minimum eligibility requirements for the Plans in order to participate. Employee payroll deduction contributions to the Plans shall be determined on a year by year basis in accordance with the standard contributions required of other participants in the plan. The Plans are subject to the amendment and/or termination by the Employer at any time including, but not limited to, the amendment or termination of any options under the Plans, deductibles, co-payments and/or other features of the Plans. The Plan Administrator shall remain the sole interpreter of the Plans and the arbiter of any disputes under the Plans.

B. The above insurance plans shall be effective as of the first of the month following completion of ninety (90) days for new hires.

ARTICLE 21 - REPORT-IN PAY

Employees who report for work and are sent home by their supervisor due to the lack of work will be entitled to a minimum of two (2) hours at their regular straight time hourly rate.

ARTICLE 22 - ACT OF GOD

A. Nothing in the Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the above conditions, employees shall not be required to report for duty. School closing will be given over the local news media.

B. When students are sent home due to a malfunction in school facilities, the employees may be allowed to check out through the General Manager.

C. Employees will not be paid for Act of God days when said days are made up as a work day. Employees will be paid for Act of God days when said days are not made up. The Employer shall pay for no more than six (6) Act of God days in an academic year.

ARTICLE 23 - JURY DUTY

A leave of absence may be granted an employee called for jury duty. The Employer shall pay an amount equal to the difference between the employee's hourly rate and the jury duty pay for the hours the employee serves as a juror, which they otherwise would have been scheduled to work for the Employer.

ARTICLE 24 - LONGEVITY PAY

A. An employee who transitioned from the Beecher School District payroll to Sodexo's payroll in August 2006 shall be eligible for longevity pay. After an eligible employee has served in the Beecher School District twelve (12) years, they will receive a longevity payment of three (3%) percent of the current base pay. Thereafter, for each additional four (4) years of service, they will receive an additional longevity payment of three (3%) percent of the current base pay.

B. To qualify for longevity, said employees must have ten (10) consecutive years of service in the Beecher School District. Longevity pay shall be pro-rated on the basis of hours worked with a minimum of at least a half (1/2) time assignment. This term shall not be retroactive. Leaves of absence will not interrupt this ten (10) years service nor will it be considered part of the ten (10) years unless so specified in another part of the Agreement.

C. Calculation of Longevity Pay: Employees who have successfully met the years of service requirements as outlined in Sections 1 and 2 of this Article shall be entitled to a lump sum payment of three percent (3%) based upon their current base pay rate. For an employee who has successfully completed twelve (12) years of service, their initial award shall be based upon the hours they were compensated in the year they become eligible. For example, an employee with a seniority date of 3/14/1997, shall be eligible for this payment on 3/14/2009. At the conclusion of the 2008-2009 school year, the Employer will calculate the hours that the employee received compensation and will execute a three percent (3%) lump sum payment to the employee for those hours based upon their hourly rate at the time of the payment. The formula for this calculation shall be:

$(\text{Hours compensated} * \text{hourly rate}) * 3\% = \text{lump sum payment}$

For employees who have received their initial longevity payment, they shall be eligible for their next payment in four (4) years. The payment shall be based upon the formula stated above, however, their hours compensated in the school year shall be multiplied by four (4). For example, an employee who was hired on 10/14/1992 would have received their initial longevity payment in 2004. Their next longevity payment would be based upon them achieving sixteen (16) years of service on 10/14/2008. At the conclusion of the 2008-2009 school year, the Employer will calculate the hours that the employee received compensation and will multiply that number times four (4) and will execute a three percent (3%) lump sum payment to the employee for those hours based upon their hourly rate at the time of the payment. The formula for this calculation shall be:

$$([\text{Hours compensated} * 4] * \text{hourly rate}) * 3\% = \text{lump sum payment}$$

For purposes of determining hours that are to be included in the school year, a school year shall be defined as the period between the end of the Spring schedule until the end of the Spring schedule in the following year. The Employer shall execute any payments to be made to an employee as quickly as possible at the conclusion of the school year in which it is due, but in no case should it exceed thirty (30) days upon the end of the school year. Upon the conclusion of each school year, the Employer shall inform the Union in writing of employees that are eligible for the Longevity payment, the hours that they were compensated in that school year, the employee's hourly rate at the conclusion of the school year, and the gross amount of the Longevity payment being executed.

ARTICLE 25 - EFFECT OF LEGISLATION

If any law now existing or hereinafter enacted or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement will not be invalidated and either party hereto upon thirty (30) days written notice to the other may re-open the invalidated provision for negotiation.

ARTICLE 26 - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject and that the understandings and agreements arrived at by the parties after exercising that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer for the life of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 27 - WAGES

Start Rates

Classification	7/1/12
Head Cook/Leader	\$11.20
Cook	\$10.00
Lead Food Service Worker	\$9.00
Food Service Worker	\$8.00

Stock Person/Driver	\$9.00
Driver	\$9.00

Employees who are at or above the start rate shall receive the following increases:

9/1/12	2.00%
9/1/13	2.00%
9/1/14	2.00%

A. Employees who are assigned to work in a higher classification for three (3) consecutive days will be placed on the higher rate but such placement will not be retroactive.

B. Cashiers shall be paid at the current IRS rate per mile with a minimum of one (1) mile to deposit money in the bank.

C. If two (2) or more helpers are assigned to work in a single school building, one (1) shall be designated in charge and shall be paid an additional five (\$.05) cents per hour.

D. In the event of a banquet, etc., where cafeteria employees' presence is required, management shall be allowed one (1) manager to work these events. All other employees shall be from the bargaining unit on a rotating basis providing they have the necessary seniority and qualifications. In the event of an emergency situation, supervisors may perform bargaining unit work.

E. Seniority employees shall receive a uniform allowance based upon a pro-rata amount of hours regularly scheduled, not to exceed a maximum of fifty dollars (\$50.00) per year, payable to those employees who have been actively on the payroll from September 1 through December 1, which shall be the qualifying date for the reimbursement which shall be presented to employees on the first pay date in December. In exchange for this allowance, it shall not be permitted to wear street clothes while on duty. Employees shall be furnished two (2) uniform tops which must be worn while on duty.

F. If the General Manager determines to temporarily replace a Multi-Unit Manager, Cafeteria Manager or Cook Leader, with a member of the bargaining unit, said employee shall be paid an additional rate per hour for such time of one dollar (\$1.00) per hour. The substitute rate shall be one dollar (\$1.00) per hour above the employee's contractual rate starting with the first (1st) day of work.

G. Premium Pay

1. Time and one-half (1-1/2) shall be paid for all work performed in excess of forty (40) hours per week.
2. Time and one-half (1-1/2) shall be paid for all work performed on Saturdays.
3. Double-time (2) shall be paid for all work performed on Sundays.
4. Any employee called to work on a Saturday, Sunday or Holiday shall receive a minimum of four (4) hours pay.

H. Any bargaining unit employee requiring any certification to continue employment within their classification with the Employer shall have the costs for these certification programs reimbursed the next payroll period following submittal of proof of completion of said certification programs.

i. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or their designee shall use the volunteer procedures below in the order in which they appear:

- a. Overtime will first be offered to the most senior, qualified employee within that classification who works at the specified school where the overtime is needed.
- b. If there are an insufficient number of employees willing to work it, then it will be offered to other employees within the district. Preference will be given to the more senior employees, provided they are qualified.
- c. If there are an insufficient number of employees willing to work it within the district, then the least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

J. Additional hours that may be offered as a result of catering opportunities, shall not qualify for overtime unless the employee meets the conditions as stated in Paragraph G of this Article. For employees who may not be eligible for overtime under this provision, they shall receive a premium of one dollar (\$1.00) for additional hours worked associated to catering. Employees who are eligible for overtime shall not be entitled to this one dollar (\$1.00) premium.

ARTICLE 28 – COPE FUND DEDUCTION

Upon signed authorization of the Employee, the Employer agrees to deduct contributions to COPE (SEIU Local 517M Political Action Committee) from its employees who are Union members. The Employer will cause such voluntary COPE deductions to be remitted to the Union no later than the 25th of the following month in which such wage deductions were made. The Union shall designate to the Employer in writing whether the deductions for all employees participating shall be on a weekly or monthly basis. The Employer shall make their payment on a separate check from the dues.

ARTICLE 29 - TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2015.

B. If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

C. If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Local 517M, Service Employees International Union, Region 4, 5045 Miller Road, Suite C, Flint, Michigan, 48507, and if to the Employer addressed to Sodexo School Services, 1020 West Coldwater Road, Flint, Michigan 48505, or to any other such addresses the Union or the Employer may make available to each other.

E. All fringe benefits including insurance programs will be effective as soon as the necessary applications are processed and the insurance carriers process the new insurance plans.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed: Signed this 5th day of August, 2012.

**FOR THE EMPLOYER:
SODEXO SCHOOL SERVICES**

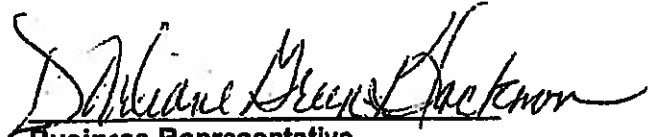
**FOR THE UNION:
MICHIGAN PUBLIC EMPLOYEES,
SEIU LOCAL 517M, SERVICE
EMPLOYEES INTERNATIONAL
UNION**



**Mark Combs
Senior Director, Labor Relations**

8/5/12

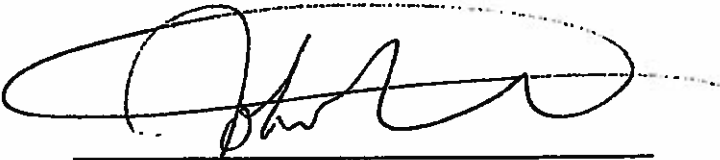
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Business Representative

8/9/12

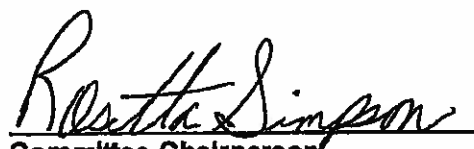
Date



**John White
District Manager**

8/15/12

Date



Committee Chairperson

Aug. 29-12

Date