

**AGREEMENT**

**BETWEEN**

**CHARTWELLS**

**AT**

**CLIO AREA SCHOOLS  
CLIO, MICHIGAN**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 517, AFL-CIO**

***great* people  
*great* service  
*great* results**



**September 1, 2017 through August 31, 2020**

**# 9238**

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## AGREEMENT

This Agreement entered into by and between Chartwells at Clio Area Schools, Clio, Michigan, hereinafter referred to as the "Employer, and Service Employees International Union AFL-CIO, Local 517, hereinafter referred to as the "Union."

### ARTICLE 1 – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of the Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. Recognizing that the safety and well-being of students are paramount, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE 2 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all food service employees only, excluding part-time employees, clerical and supervisory personnel, and all other personnel employed by the Employer.

For the purpose of this Agreement, the term part-time shall be construed to mean substitute cooks who work on an irregular or substitute basis. Full-time employees are those who are regularly scheduled to work on a day-to-day basis, regardless of the hours of work scheduled.

Section 2. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, handicap, impairment, marital or veteran status, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against employees because of their exercising those rights guaranteed by State or Federal Law.

Section 3. Subject to the terms and conditions of this Agreement the management of the business of the Employer and the direction of its personnel, including, but not limited to, the right to hire, promote, demote, schedule hours of work, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons, discharge and discipline for proper cause, establish reasonable rules and regulations, including the right to require medical tests for alcohol/drug use, is the exclusive responsibility of the Employer.

The parties agree a drug-free work place is in the best interests of the parties. The parties agree to abide by federal and state law regarding drug use and testing. The Employer shall be the exclusive judge of all matters pertaining to the operation of its business and the methods, processes, means and material to be used.

Section 4. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer's time.

Section 5. The Union shall have the right to elect or designate employees who shall serve as the bargaining committee for this bargaining unit. Such members shall be permitted to confer with bargaining employees with respect to official Union business, but not on the Employer's time.

Section 6. UNION SHOP AND MEMBERSHIP DUES CHECK-OFF

- a. The Employer agrees to deduct monthly from the wages of the employees covered by this Agreement, regular initiation fee and membership dues for the Union, as said employees individually authorize the Employer to deduct. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, permits and arrears, together with a list of employees with their Social Security Number and gross pay amount per week/month, for whom such deductions have been made. The list should also include the employee's location, job title, home address, status, hourly rate of pay, and the date of hire. The list should indicate all official personnel actions which result in a change of status of bargaining unit members, including leaves of absence, new hires, terminations and promotions. The information shall be in computer readable electronic format. The remittance shall be forwarded not later than the 15<sup>th</sup> of the month following the month in which deductions are made.
- b. Once payroll deduction is authorized, payroll check-off shall be irrevocable for a period of one year commencing on September 15<sup>th</sup> and automatically renewed each year thereafter, except that authorization may be withdrawn by sending written notice to the employer and a written notice by registered mail to the union during the September 1 through September 15<sup>th</sup> period annually.
- c. The Employer shall, upon hiring of a new employee, notify the Union of the new employee's name, classification assignment and placement. Adequate time will be provided at monthly food service training meetings to orientate employees who are newly hired. All new employees shall be entitled to receive a 15-minute orientation provided by the Union at the conclusion of the all-employee "pre-school" meeting for those employees hired at the start of the school year.

- d. The Union shall certify to the Employer, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Employer a 30 days' written notice prior to the effective date of such change.
- e. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Employer in reliance upon said dues deduction authorization cards submitted by the Union to the Employer.

Section 7. COPE: Upon authorization by the employee, the Employer shall deduct from the employee's pay, a pre-approved amount for the SEIU COPE PCC and forward such sum to the Union. This authorization is voluntary and made with the understanding that the signing of this authorization and the making of payments to the SEIU COPE PCC are not conditions of membership in the Union or of employment with the Employer and that SEIU COPE PCC will use the money it receives to make political contributions and expenditures in connection with Federal, State, and Local elections.

All regular food service employees covered by the terms of this Agreement will receive benefits only to the extent specifically set forth in this Agreement.

### ARTICLE 3- JOINT LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to create a Joint Labor Management Committee (JLMC). The Employer and the Union agree there shall be a Site Joint Labor Management Committee consisting of no more than three (3) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operations, working conditions and the labor agreement, all with aim of promoting better understanding between the parties. A written agenda shall be established at least one week prior to each meeting. Employees assigned to the JLMC shall be paid their regular hourly rate for the time spent as a committee member on the JLMC. There shall be no more than one meeting per quarter.

Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meetings be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the JLMC including the exercise of managements' rights by the Employer not in conflict with the Agreement.

Job description (essential function lists) shall be developed and maintained for each classification. The job description (essential functions list) may be reviewed periodically by the JLMC.

#### **ARTICLE 4 – GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

**Section 2.** Any complaint shall be presented to the employee's respective supervisor for settlement. Any employee or group of employees who have a complaint must present it to the supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the complaint is based or when the employee should have been aware of the grievance. The employee's supervisor shall investigate and a report of the supervisor's disposition of the complaint must be made within three (3) regularly scheduled working days after it has been made to said supervisor. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply.

**Section 3.** *First Step:* To be processed hereunder, a grievance must be reduced to writing, by the aggrieved employee, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed and presented to the supervisor within five (5) regularly scheduled working days after the verbal disposition of the supervisor, referred to in Section 2. The employee's supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or the employee's Union representative shall so indicate it in writing within two (2) regularly scheduled working days, giving one (1) copy of the settled grievance to the employee's supervisor.

**Section 4.** *Second Step:* If the grievance is not settled in the First Step, and the employee desires to appeal it to the Second Step, such employee, who may be accompanied by a Union representative, must present the grievance to the District Manager within five (5) regularly scheduled working days after the employee's supervisor gave the employee the written First Step answer. If the aggrieved employee does not request a Union representative, the District Manager will arrange to have the Union representative present at the Second Step meeting. Any agreement made by an aggrieved employee shall not be binding upon the Union. The District Manager shall give the employee and/or the Union representative a written, dated and signed Second Step answer within five (5) regularly scheduled working days after the manager receives the grievance

at this step. If the answer is satisfactory, the Union representative or employee shall so indicate it in writing within two (2) regularly scheduled working days after receipt of the answer to Step 2, giving one (1) copy of the settled grievance to the District Manager.

Section 5. *Third Step:* If the grievance has not been satisfactorily settled at the Second Step, the Union may submit the grievance to the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules, then obtaining provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Second Step answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar period it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the official shall be final and binding on both parties hereto. The expenses and fees of the official (from the Federal Mediation and Conciliation Service) shall be split equally by the parties. The Union and the Employer will be responsible for their own personal costs as to witnesses, attorney fees, etc. All other costs of any arbitration proceeding under this provision shall be split equally by the parties.

Section 6. Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

Section 7. Whenever the words "regularly scheduled working days" are used in this Agreement they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 8. The Union's bargaining committee shall be comprised of not more than three (3) individuals. The names of the bargaining committee members shall be given in writing to the Employer. No bargaining committee member shall function as such until the Employer has been advised of their selection in writing by the Union. Any changes in members will be reported in

writing to the Employer within two (2) regularly scheduled working days of the change. Designated representatives of the Union, if not employed by the Employer, will be permitted to participate in any discussion relative to hours, wages and working conditions.

Section 9. All grievance meetings held under the provisions of the Article shall be held after the completion of the shift of the employee and the Union's grievance committee members. However, any meeting called by the Employer will not result in any loss of pay to the employees.

#### **ARTICLE 5 – DISCHARGE CASES**

Section 1. In the event employees under the jurisdiction of the union shall be discharged from their employment and they believe they have been unjustly discharged, such discharge shall constitute a case for the grievance procedure, provided a written grievance with respect thereto is presented to the Employer within five (5) regularly scheduled working days after such discharge. Such grievances shall be processed starting at the First Step of the grievance procedure.

Section 2. In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure. Such compensation, if any, shall be at the employee's regular rate of pay, less such compensation as they may have earned at other employment during such period.

#### **ARTICLE 6 – STRIKES AND LOCKOUTS**

Section 1. The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a strike, work stoppage, refusal to work, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Section 2. Any employee, group of employees or Union representative who instigates, aids, or engages in a strike, work stoppage, refusal to work, slowdown or any other concerted interference with the sole discretion of the Employer. It is understood and agreed that the question as to whether the action of employees constitutes such prescribed activities shall be subject to the grievance procedure.

#### **ARTICLE 7 – SENIORITY**

Section 1. "Seniority shall be defined as employee's length of continuous service with the Employer since their hiring date within the bargaining unit. "Hiring date" shall mean the date upon which employees first reported to work in a position within the bargaining unit at the instruction of



their Employer since which they have not quit or been discharged. No time shall be deducted from employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided. The Employer shall grant credit for prior continuous uninterrupted service in classifications within the scope of this Agreement at the Clio Area School District provided such employees were hired by the Employer at the outset.

Section 2. All new employees shall be probationary employees until they have worked ninety (90) calendar days for the Employer. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employees and thus determine whether such employees have the ability and other attributes which will qualify them for regular employee status.

- a) During the probationary period, employees shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to their relative length of service.
- b) Upon satisfactorily completing their probationary period, employees' names shall be entered on the seniority list as of their most recent date of hire.

Section 3. The Employer shall present an up-to-date seniority list of all bargaining unit employees to the Union by September fifteenth (15<sup>th</sup>) of each school year and the following March first (1<sup>st</sup>).

When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list using the last four (4) digits of their social security number, the highest number having the most seniority.

Section 4. Employee's seniority shall terminate and their employment shall cease:

- a) If they quit or are discharged.
- b) If, prior to the start of the first semester, when the Employer notifies them by certified mail with return receipt requested of the date on which they shall report for work, the employees fail or refuse to advise the Employer in writing of their intent to return to work or not to return to work within one (1) calendar week after receipt of such recall notice.
- c) When, following a layoff for lack of work (other than the case referred to in subsection b above) they fail or refuse to notify the Employer within two (2) regularly scheduled working days after receipt of the recall notice of their intent to return to work.
- d) If they are absent for two (2) regularly scheduled working days without notifying the Employer within such two (2) day period of a justifiable reason for absence.

- e) If they fail to return to work immediately upon the expiration of a leave of absence or accept employment elsewhere while on a leave of absence which would preclude them from performing their responsibilities and duties for the Employer when they returned to work following the conclusion of their leave of absence.
- f) When they have been laid off for lack of work or on a leave of absence for a continuous period of time in excess of their length of service at the time of layoff or leave of absence, not to exceed thirty (30) months.
- g) Employees who have had their hours reduced, employees who have been laid off (in this order) will be offered work and receive the prevailing pay rate, prior to non-bargaining unit employees.

Section 5. When it becomes necessary to layoff employees due to lack of work, reduced hours, or to reduce the size of the work force, layoff will be made by classification with part-time and probationary employees in such classification laid off first and then those employees in such classification with the least seniority shall be the first laid off, provided always that the remaining employees shall have the then present ability to perform the work of the laid off employee. Laid off employees shall have the right to bump less senior employees in equal or lower rated classifications, provided they have the ability to perform the available work. Employees who are placed on lay off shall be given a written notification if requested by the employee.

In recalling employees following a layoff for lack of work, the laid off employees in such classification with the greatest seniority who have the then present ability to perform the work to which they are recalled shall be the first recalled and further, that those part-time and probationary employees in such classification shall be the last to be recalled.

Section 6. The Employer shall have the right to temporarily transfer employees from one job to another to cover the employees who are absent due to illness, accident, vacation or leaves of absence, or to fill temporary jobs or temporary vacancies and to take care of any conditions or situations that may arise. If the absence is for three (3) days or less, the movement will only be within that kitchen. In order to make a temporary transfer, the Employer shall first offer the transfer to bargaining unit employees based on high seniority first from bargaining unit employees volunteering from a rotation list to equalize hours.

Section 7. When a new job is created or permanent vacancy occurs in an existing job within the food service classifications the opening will be posted at each work location for five (5) working days. A copy of the posting shall be given to the Chapter President and the Steward. Employees shall apply for the posted vacancies by sending a written request to the Food Service Director. Interviews will be conducted within ten (10) working days of the completion of the posting period. If qualified bids are received the successful bidder will be notified within five (5) work days after the posting period. Seniority shall prevail in filling the job provided abilities, between two (2) or more

employees, to perform the job are equal. When more than one active current employee is deemed by management to be qualified for the position, selection of the open position and one additional posting in sequence unless the successful bidder for the first posted position came from an entry level-position under this Agreement. In such instance, the Employer may hire a replacement from outside.

**Note:** A vacancy shall be defined as a regular position which is vacated by the separation of an employee and is one the Employer determines should be replaces; or newly created.

- a) It is expressly understood that the Employer reserves the right to disqualify an employee for reassignment to a building in which a permanent vacancy exists or transfer building assignments at any time. If the employee disagrees, it is subject to the grievance procedure.
- b) It is expressly understood that, if there are no employees available who satisfy the requirements for such assignment, new employees may be hired therefor.
- c) It is also understood and agreed that the Employer shall have the right to temporarily transfer food service employees from one building to another, when it becomes necessary.

It is understood and agreed that, if an employee is temporarily transferred for the convenience of the Employer under the provisions of this subsection, such employee shall suffer no reduction in pay by reason of such temporary transfer. For the purpose of this section, temporarily shall not exceed a period of thirty (30) regularly scheduled working days.

Up to 90 calendar days of employment in a new job title for any existing employee will be considered a probation period for the purpose of this Agreement. The Employer shall be entitled to extend probation periods for the purpose of this Agreement. The Employer shall be entitles to extend the probation period for an additional thirty (30) calendar days upon written notification to the Union.

1. During the aforementioned probationary period, the employee's service in the new position may be ended by the Employer for any reason. If he or she is disqualified during probation by the Employer or, if they ask to be returned to their prior position during probation, they may not bid again for a period of six (6) months.
2. Upon such disqualification, the employees shall be entitled to return to the position previously held or a substantially similar position and he/she suffer no loss of seniority occasioned by the promotion.
3. Employees who successfully bid for new promotion opportunities may not apply for a subsequent opportunity for ninety (90) days.

## **ARTICLE 8 – LEAVES OF ABSENCE**

**Section 1.** Employees who have completed their probationary period may be granted a leave of absence for personal reasons without pay and shall maintain, but not accrue, seniority provided they obtain advance written permission from the Employer. Application for such leave must be in writing on the form provided by the Employer. No more than one (1) employee shall be granted a non-emergency voluntary leave of absence at one time. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self employment and any employee who obtains a leave of absence by misrepresenting the purpose therefore shall be discharged.

**Section 2.** Employees shall be granted maternity leaves of absence in accordance with existing State and Federal laws.

**Section 3.** Employees who because of illness or accident which is non-compensable under the Workers' Compensation laws are physically unable to report to work shall be given a leave of absence, without pay and without loss of seniority, for the duration of such disability for a period not to exceed one (1) year after their accumulated sick leave has been exhausted, provided, they promptly notify the Employer of the necessity therefor and supply the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence.

**Section 4.** The Employer will comply with all laws relating to military service.

**Section 5.** Employees shall be granted a leave of absence with pay when they are required to report for jury duty. During such service, they shall receive their regular pay for each scheduled workday lost, less the amount of pay received from the jury service, up to a maximum of 10 days in a calendar year. The employee shall advise the Director of Food Service that they are required to report for jury service upon being notified of their impending jury duty, and when is the last workday they are required to report for jury service.

**Section 6.** Upon the Union's request, union members serving as chapter president and steward shall be granted special training leaves to attend group training provided by the union. Training leave shall no exceed two days per year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. An employee returning from union leave business shall be reinstated back into their current position, hours and work unit as if they never left.

## **ARTICLE 9 – WAGES AND HOURS**

**Section 1.** The job classifications and applicable rates of pay are set forth in Article 14 of this Agreement and shall remain in full force and effect for the duration of this Agreement.

If, during the life of this Agreement, the Employer establishes a new job classification which comes within the scope of this Agreement the Employer and the Union will jointly negotiate a rate for the classification.

**Section 2.** The normal workday for food service employees shall not exceed eight (8) hours and the normal work week shall consist of not more than forty (40) hours, Monday through Friday, both inclusive. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

Time and one-half (1-1/2x) the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) in one (1) day or forty (40) in one (1) week.

**Section 3.** Employees shall be offered all hours for extra events on the basis of high seniority first. Employees who refuse and employees who are not available for such hours shall be charged in the same manner as if they had worked. Special events shall be paid at time and one-quarter (1 ¼) of the employees regular rate of pay for all hours worked at that special event."

**Section 4.** If and when an employee's workload is increased to the point it cannot be completed in the scheduled hours, additional time will be added, as management deems necessary.

**Section 5.** Employees with 5 years, 10 years and 15 years or more of service with the Employer as of September 1<sup>st</sup> of each contract year will receive a bonus to be paid each year of the Agreement by September 15<sup>th</sup> of one hundred dollars (\$100.00) for 5 years, two hundred (\$200.00) for 10 years and three hundred (\$300.00) for fifteen years. If they are regularly scheduled to work more than twenty (20) hours per week and seventy-five dollars (\$75.00) if they are scheduled to work twenty (20) hours or less each week.

**Section 6.** Any hourly rated employee who reports for work at his/her regular starting time without having been notified one hours in advance not to report shall receive at least two (2) hours work or pay, unless regularly scheduled to work less than two (2) hours, in which case they will receive their normal hours.

Section 7. All Clio (Chartwells) Food Service Employees who work less than five (5) hours per day receive no breaks. Employees who work more than five (5) hours per day may take one (1) paid fifteen (15) minute break. Employees who work seven (7) or more hours per day may take two (2) paid fifteen (15) minute breaks.

#### **ARTICLE 10 – HOLIDAYS**

Section 1. Qualified employees will receive one (1) day's pay for each recognized holiday or day celebrated as such. To qualify for holiday pay hereunder, employees must be permanent, full-time employees, must have completed their probationary period and must have worked their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday unless such employees were excused in writing by the Employer from working on such days.

Section 2. One (1) day's pay as referred in Section 1 above shall constitute the number of hours regularly worked by the employee at the employee's regular straight-time hourly rate at the time such holiday occurs.

- a) No holiday pay will be paid to employees for any holiday which occurs after the date of their quit or discharge or while they are on a leave of absence or while they are absent due to disability (occupational or non-occupational) or while they are laid off.
- b) In the event it is necessary for employees to work on any of the following holidays, they shall receive their hourly rate plus the holiday pay.

Section 3. The Employer shall recognize Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, Memorial Day and, effective 2004, the Friday before Labor Day, as holidays for food service employees and shall pay all such employees an amount equal to their average daily earnings for the pay period in which the holiday occurs.

Section 4. Holiday pay earned by an employee under the provisions of this Article shall be paid during the regular pay period in which the holiday is observed.

#### **ARTICLE 11 – SAFETY AND HEALTH**

Section 1. As a condition of employment all employees may be required to satisfactorily pass a pre-employment physical examination and, following employment, shall thereafter be required at the discretion of the Employer to satisfactorily pass an annual physical examination given by a physical designated by the Employer. Employees may also be required to satisfactorily pass examinations for tuberculosis. The aforementioned examinations shall be at the expense of the Employer.

Section 2. Employees must immediately report to their supervisor all accidents or injuries sustained by students or themselves. Employees shall be required to fill out report forms made available by the Employer.

#### **ARTICLE 12 – PAID SICK LEAVE**

Section 1. Paid sick leave shall be acquired by and applied to qualified employees in accordance with the provisions set forth in this Article.

Section 2. Sick leave shall be accumulated at the rate of one (1) day for each full month worked.

Section 3. Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits subject to the following conditions:

- a) The absence must be reported by the employee to the Employer at least one (1) hour prior to the shift from which the employee will be absent.
- b) Upon returning to work following such absence the employee must submit a written, signed request for sick leave pay.
- c) Upon returning to work following a one (1) day absence, the employee, when requested by the Employer, can be required to submit a certificate from a medical doctor. Following an absence of two (2) or more days an employee must submit a certificate from a medical doctor. Such certificate should indicate nature of the illness or injury, which necessitated the absence and certify that the employee's physical condition is such that the employee is able to return to work.

Section 4. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action to include discharge depending upon the circumstances involved.

Section 5. Sick days earned but not used will be paid at current wage rates to the employee at the end of the school year. Employees will be granted an additional paid day if they have not used any of their ten (10) paid sick days. An employee may not collect Workers' Compensation and paid sick days at the same time.

Section 6. Up to a maximum of three (3) paid days shall be granted provided they are necessary for the purpose of making funeral arrangements and/or attending the funeral of a member of an employee's immediate family. Immediate family shall be defined as present spouse, mother, father, son, daughter, brother, sister, in-laws, and grandchildren. In the event of a death of an employee's

grandparent, spouse's grandparent, employee's aunt, uncle, niece or nephew the employee shall be entitled to one (1) paid day to attend the funeral. The employee, upon request of the Employer, must submit substantiation. Paid days shall be only regularly scheduled working days based on normal hours of work.

Section 7. Personal Paid Days. Employees shall be issued two (2) Personal Paid Days (PPD days) off with pay each year to use for personal business. These days must be requested in writing fifteen (15) working days in advance and approved by management before they can be taken.

### **ARTICLE 13 – GENERAL**

Section 1. The Employer shall have the right to make reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem necessary. Any discipline imposed shall be subject to the grievance procedure.

Section 2. Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisors and/or other non-bargaining unit employees in emergencies or for bargaining unit work when regular employees are not available and, in the judgement of the Employer, it is necessary to do so. For the purpose of this Agreement the term emergency shall mean a temporary unforeseen circumstance(s) that demands immediate attention. Non-bargaining unit personnel shall not be used in accordance with this provision so as to displace or permanently replace bargaining unit personnel.

Section 3. The Employer shall have the right to subcontract any work which, in its judgement, it does not have the available manpower, proper equipment, capacity or ability to perform or which cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 4. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.



Section 5. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to employees at their last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 6. Three (3) elected stewards will be released one (1) day per year with pay to attend steward-training seminars sponsored by the Union.

Section 7. The Company will pay one hundred percent (100%) of the class fees associated with the successful completion of each class of the "statewide training program". In the event an employee who is out on personal leave for long term who plans on returning back to work within a year will be required to attend serve safe test training certification once notified by Food Service Supervisor/Director.

Section 8. The Company and the Union recognize their responsibilities under the Americans With Disabilities Act and will make reasonable accommodations for applicants and employees who are covered thereunder.

Section 9. This Agreement constitutes the entire agreement between the parties. Any amendment of Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 10. The Company shall supply all regular employees with five (5) shirts by October 1, 2008. Shirts will be replaced as needed when a shirt is turned in due to wear and tear, but no more than once annually.

Section 11. Travel Allowance: Any employee who is required to utilize his/her own vehicle for work related tasks at the request of management or its requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

#### **ARTICLE 14 – INSURANCE**

Section 1. Eligibility. All regular full-time employees, (those on a regular schedule of 30 hours per week or more) effective the first of the month following 30 working days of employment, shall be eligible to participate in the Amalgamated 1250 health, dental, vision and life insurance programs described below. The Employer may not make significate changes to content without

first negotiating with the Union. The Employer's dental, vision, short term disability and life insurance plans will not be offered after December 31, 2017.

**A. Life Insurance.**

The Employer will pay the cost of life insurance in the amount of \$10,000.00 for all employees who are not covered by the Amalgamated 1250 (medical plan). The employer will cover the entire cost of this plan offered through the Amalgamated Plan.

**B. Health Care Coverage.**

As of Jan. 1, 2018, the health care provider will be:

Amalgamated 1250

Co-pay deductions are made from the employee's bi-weekly paycheck.

Eligible employees who elect health care coverage pay a premium share on a bi-weekly basis, in 18 pay periods per academic year. This provides them with year-round coverage. The employer will pay 80% of the premium and the employee will pay 20% of the premium.

The Employer shall absorb the first 6% increase in health insurance premium costs over the prior year's cost beginning on January 1, 2018. If said premium cost increase more than 6%, individual employees who elect such coverage shall pay the next 3% of the premium increase. In the event that health insurance premium costs exceed 9%, the parties may meet for the sole and exclusive purpose of considering additional health insurance cost-containment measures.

**C. Dental Coverage.**

Eligible employees may purchase dental coverage via the Amalgamated Dental Plan 1000 or 2000, by paying a full premium via payroll deduction on a bi-weekly basis, in 18 pay periods per academic year. This provides them with year round coverage. As of Jan. 1, 2017, employee's bi-weekly premium payments are:

Amalgamated Dental Plan 1000	1-1-17
Employee	\$31
Employee +Spouse	\$62
Employee + Children	\$73
Family	\$94

Amalgamated Dental Plan 2000	1-1-17
Employee	\$39
Employee +Spouse	\$77
Employee + Children	\$88
Family	\$117

**D. Vision Coverage.**

**Section 1.** Vision care is covered up to \$200 per person each 24 months for eyeglasses or contact lens and/or an eye examination as part of the Amalgamated 1250 Plan.

**Section 2. Family/Employment status Changes:** After the initial open enrollment period employee may only change their election once each calendar year. This open enrollment period is usually during the month of November, with an effective date of change as January 1<sup>st</sup>. The provisions of these elections and the bi-weekly payroll deduction are subject to the applicable plan descriptions and IRS regulations.

Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1 – December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Employer in writing within 30 days of the change. A family/employment status change, (as currently defined by the Internal Revenue Service), includes:

1. Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee's or spouses health care coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.
8. Dependent reaches an age which means they are no longer eligible for benefits under the program.

**Section 3.** Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employee taking leaves of absence described in Article 10, the Employer will continue insurance coverage until the end of the month in which the leave commences provided that the employee had made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA. Life insurance will continue for the full period of the leave.
2. For employees on union leave, see Article 10, Section 4. Life insurance will continue for the period of the leave.
3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to 12 weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

**Section 4.** An open enrollment period shall be held annually in November. Enrollment forms specific to this site shall be made available to all eligible employees during the enrollment period. Every eligible employee must complete enrollment each year in November to ensure up to date benefit selection, including beneficiary designation.

**Section 5.** Short Term Disability. Effective January 1, 2018, the parties agree to participate in the Amalgamated Short Term Disability Plan. The plan covers a maximum of 13 weeks at \$200 per week. The cost of the plan is \$13.40 per month (2017 rate).

**ARTICLE 15 – WAGES**

**Section 1.** Schedule of classifications and hourly rates:

New Hire rates effective September 1, 2017, all associates will move to the starting wage below or receive the general wage increase below, whichever is greater.

Cook	\$10.55
Kitchen Lead	\$10.95
General Help	\$9.55
Cook/Driver	\$10.95

General Wage Increase – All Classifications

9/1/17	3/1/18	9/1/18	3/1/19	9/1/19	3/1/20
\$0.25	\$0.15	\$0.25	\$0.15	\$0.25	\$0.15

If a new position is created the parties will meet to determine the rate of pay for the new position.

**Section 2.** New hires will receive fifty cents (50¢) per hour less than the rates shown above during their first 90 days of employment.

**Section 3.** 401K Eligible employees with ninety (90) days of service may participate in the Company's Employee Savings Plan (401K) according to the terms of the Plan.

**ARTICLE 16 – DURATION AND AMENDMENT**

This Agreement shall remain in full force and effect covering the period September 1, 2017 to and including August 31, 2020, and shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement, as hereinafter provided.

In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, ninety (90) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

In witness where, the parties have caused this Agreement to be executed by their duly authorized agents and representatives.

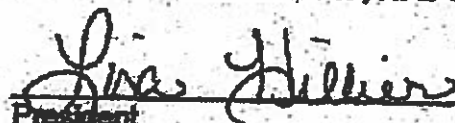
**CHARTWELLS  
(Clio Area Schools)**

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Division Manager

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On Site Manager

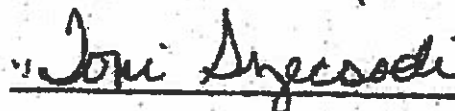
  
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Labor Relations

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 517, AFL-CIO**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
x Michael Manuel

  
\_\_\_\_\_  
Joni Ingrassia

