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**This AGREEMENT** made and entered into, by and between Chartwells School Dining Services, a division of Compass Group, Inc. for the cafeteria foodservice employees at Muskegon School District in Muskegon, Michigan, (hereinafter called the “Employer”), and Service Employees’ International Union, Local 517M (hereinafter called the “Union”).

## **ARTICLE 1 – RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the exclusive representative for collective negotiations concerning the negotiable terms and conditions of employment for all permanent employees as listed in Appendix 1.

Section 2. The Employer shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Employer shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

Section 3. Excluded from the bargaining unit shall be all managers, confidential and clerical employees, professional employees, supervisors, and guards as defined in the National Labor Relations Act.

## **ARTICLE 2 – PARTNERSHIP GOALS & JOINT LABOR MGMT COMMITTEES**

Section 1. – Partnership Goals: The Employer and the Union agree that job security for the employees is best assured by growth if the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership between the Employer, the employee and the Union. The parties also believe that employee involvement and participation in improving the quality of their jobs and the growth of the business is an important goal of the Employer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create Site and Regional Joint Labor Management Committees, (JLMC).

Section 2 – Site JLMC: The Employer and the Union agree there shall be a Site Joint Labor Management Committee consisting of no more than 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 operation, working conditions and the labor agreement, all with the aim of promoting better understanding of the parties. Meetings will be held no less than quarterly. A Written agenda shall be established for each meeting. Employees assigned to the Site JLMC shall be paid their regular hourly rate for the time spent as a committee member on JLMC.

Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting 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 Site JLMC including the exercise of management's rights by the Employer not in conflict with the Agreement.

The Site JLMC is not empowered to alter, amend or change the terms and conditions of the labor agreement in any way.

Section 3. All participants on the Site Joint Labor Management Committee may be trained in interest-based problem solving before they may serve on the committee.

Section 4. The parties may jointly agree to have the Joint Labor Management Committee meetings facilitated.

### **ARTICLE 3 – RESPECT AND DIGNITY**

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the Union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

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

Section 1. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral changes in the terms and condition of employment.

Section 2. The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure are considered maximum and every effort should be made to expedite the process. Failure on the part of management to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

Section 3. The following constitutes the exclusive method for grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Step One:

Any employee believing he/she has suffered a grievance, shall, with the assistance of a union representative, discuss the matter with his or her immediate supervisory. In order to be a legitimate grievance, the issue must be discussed within 7 working days of its occurrence or when the grievant would have reasonably known of the violation. The immediate supervisory shall give an oral reply within 1 working day of submission of the grievance.

Step Two:

If the grievance is not resolved after Step 1, then within 3 working days of the answer, the grievance shall be reduced to writing and provided to the Site Director. The written grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within 3 working days of the grievance being filed in writing, a meeting shall occur between the Site Director, the Chief Steward and the grievant in an effort to resolve the grievance. The Site Director shall provide a written response within 3 working days of the meeting.

Step Three:

In the event that the grievance cannot be settled in Step 2, the written grievance may be appealed by the Regional Representative of the Union to the Regional Manager of the Employer or his/her designee within 10 calendar days after the written decision of the Site Director was received. The appeal shall be in writing. The parties shall meet within 7 calendar days in an effort to resolve the grievance. The Regional Manager shall provide a written response within 3 calendar days of the meeting.

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall

occur within 30 days after the union receives the written response from the Regional Manager. The mediator must issue a written decision within 15 days.

Grievance Mediation. A Grievance Mediation requested in accordance with Step 3 of the grievance procedure shall be held within 30 calendar days of the written request. The Grievance Mediation shall consist of at least 1 Employer representative and at least 1 Union representative plus a neutral mediator who shall act as Chairman and mediate the dispute in an attempt to have the parties reach a settlement. In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of 5 names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. Such procedure shall apply in each case. Mediation of grievances shall be governed by the following rules:

1. The grievant shall have the right to be present at the Grievance Mediation;
2. Each party shall have 1 principle spokesperson;
3. Outside attorneys shall not participate in Grievance Mediation;
4. Any document presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
5. Proceedings shall be informal in nature and are non-binding on the parties;
6. Rules of Evidence shall not apply and no formal record of the Grievance Mediation shall be made;
7. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of the grievance;
8. If no settlement is reached, the mediator shall provide the parties with a written advisory decision within 24 hours of the mediation;
9. The mediator shall state the grounds for his/her advisory decision;
10. The Grievance Mediation procedure shall have no power to alter or amend the terms of this Agreement;
11. The cost of the mediator, if any, shall be split equally between the Employer and the Union.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between the parties may serve as the arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against then at arbitration.

**Step Four:**

If the grievance cannot be satisfactorily adjusted in Step 3, the matter may be referred by the Union, (or the Company in the case of an Employer grievance), for final decision and determination to an impartial arbitrator. The parties may agree to a panel of arbitrators to hear Step 4 grievances. If the parties are unable to mutually agree upon an arbitrator, a request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) requesting a panel of 7 arbitrators no later than 30 calendar days following the receipt of the written Step 3 answer or the receipt of the written decision from the mediator as provided for in Step 3, paragraph 2 above.

The parties shall select and arbitrate from the FMCS panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the “selected” arbitrator. The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than 30 calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

Section 4. The Employer may submit a grievance to the Union under the provisions of this Article within 10 calendar days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union in writing at Step 3. The Union shall provide a written answer to the grievance within 10 calendar days of the Step 3 meeting or teleconference. If such grievance is not settled, it may be submitted to mediation by mutual agreement or directly to arbitration.

Section 5. Training. For purposes of implementing the procedure set forth in this Article, the parties may participate in a joint training program in grievance mediation to be conducted by the FMCS under the sponsorship of the Joint Labor Management Committee.

Step	Parties Involved	Time Limits
1	Union: Grievant, Steward Employer: Immediate Supervisor	7 working days: Presented orally, discussion between parties 1 working day: Oral answer from immediate supervisor
2	Union: Grievant, Steward Employer: Site Director	3 working days: Grievance filed in writing 3 working days: Meeting between parties 3 working days: Written response from Site Director
3	Union: Regional Representative Employer: Regional Manager	10 calendar days: Written appeal to the Regional Manager 7 calendar days: meeting between the parties 3 calendar days: written response form the Regional Manager 30 calendar days: mutual decision to seek mediation
4	Arbitration	30 calendar days: file request to arbitrate

## **ARTICLE 5 – DISCIPLINE AND DISCHARGE/JUST CAUSE**

Section 1. No non-probationary employee shall be discharged, suspended or otherwise disciplined without just cause. The Employer will promptly advise the Union of any discharge. In the event the Union claims the discharge is unjust, the grievance may be referred directly to Step 2 of the grievance procedure within 10 working days of the occurrence.

Section 2. The Employer shall make whatever arrangements are necessary to ensure there will be a Steward or Union Representative present at any meeting with the Employer, or its agents. Which meeting is for the purpose of investigation of alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employees. Such meeting shall not place until the Steward or Union Representative is present.

Section 3. Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than 12 months prior to the date of a new discipline or corrective counseling action. Such documents more than 12 months old may only be used as evidence that an employee was aware of a rule or policy, or to show past corrective measures taken, or as evidence of a pattern of behavior. Copies of all formal written discipline shall be provided to the Steward.

Section 4. At the final step of progressive discipline, or in the event if a single serious incident or rule violation, the employee shall be suspended pending investigation and with the intention to terminate. The Union shall be given notice of such suspension within 3 work days. The final disposition of the matter shall be made within 5 work days (Saturday and Sunday excluded), and notice of disposition shall be sent to the Union. Notices shall to be sent by registered mail or dated fax. In the event the Union claims the discharge is unjust, the grievance may be referred directly to Step 2 of the grievance procedure within 10 working days of the notice.

Section 5. For discipline situations that are appropriate for progressive discipline such as attendance problems or minor job performance problems, the progressive steps shall be :

1. First Written Warning
2. Second Written Warning
3. Final Written Warning
4. Suspension pending investigation and decision to terminate

Section 6. Attendance issues shall be considered on a separate disciplinary track from other issues.

## **ARTICLE 6 – NON-DISCRIMINATION**

There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, disability, sexual orientation or national origin or other protected status under applicable federal, state and local anti-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employees on behalf of the Union.

## **ARTICLE 7 – PROBATIONARY PERIOD**

Section 1. The first 30 working days of employment for all new employees shall be considered a probationary period for purposes of this Agreement. The Employer shall be entitled to extend the probationary period for an additional 30 calendar days upon written notice to the Union.

Section 2. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the reemployment of the newly engaged probationary employee if they are dismissed during the probationary period.

## **ARTICLE 8 – SAFETY**

Section 1. The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section 2. A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of 3 members of the bargaining unit selected by the Union and up to 3 members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. Such hazards shall be noted and reported to the Employer. The Employer will coordinate the meetings of the Committee. This Committee will meet quarterly. The Employer will consider all of the recommendations from the Committee in good faith.

Section 3. The Employer and Union shall jointly recommend training programs for members of the health and safety committee and for employees. Additional training may be developed and implemented as deemed necessary by management.

Section 4. The Employer shall make available appropriate personal protective equipment at no cost to the employee.

## **ARTICLE 9 – SENIORITY**

Section 1. Except as set forth in a separate provision, seniority shall be defined as length of continuous service in the bargaining unit covered by this Agreement.

Section 2. Seniority shall govern with respect to layoff and recall, and overtime subject to the Employer’s establishment of designated work schedules.

Section 3. In the event that two or more employees are hired on the same day their seniority shall be decided by a lottery of said employees mutually agreed to by the parties.

Section 4. Seniority shall be deemed broken for the following reasons:

1. A voluntary quit;
2. Failure to return to work in accordance with the terms of an approved leave of absence;
3. A layoff for a period of 12 months;
4. Failure to return to work within 5 days of notice sent to the last address on file by registered mail;
5. Illness or injury absence equal to the employee's length of service when the leave began or 1 year, whichever is less;
6. 2 consecutive work days no call/no show unless failure to call is due to an emergency beyond the control of the employee.

Section 5. At the start of each school year, the Employer shall post the full unit seniority list in each facility. Said posting shall remain posted through September 30<sup>th</sup>. Any challenges to the seniority dates on the list must be made by September 30<sup>th</sup>.

## **ARTICLE 10 – LEAVES**

Section 1. Upon written notice to the Employer, an employee with at least 6 months of service may apply for a leave of absence of up to 60 calendar days. An employee must submit a written request at least 30 calendar days in advance however; the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of 15 calendar days' notice of such request. All leaves must be approved by the Employer.

Section 2. For employees taking a leave of absence for medical reasons, (including maternity leave), upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at the Employer's expense and upon reasonable notice. At the option of the employee the examination may be made by a physician of his/her own choosing. In the event, the employee shall bear the expense of the examination by the physician of his/her choosing. The results must be made available to a physician of the Employer's choosing for evaluation.

Section 3. The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the Family Medical Leave Act.

Section 4. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs.

Such leave shall not exceed 60 calendar days. No more than 1 employee for any 1 location may be awarded such leave at a time and no more than 2 employees in the bargaining unit are eligible for such leave in a calendar year. The company shall continue to pay for the employee's benefits during such leaves provided that the Union and/or employee reimburse the company in full for such benefits. During such leave the Employer will continue the seniority of the employee on leave and accrual of benefits based on seniority.

Section 5. Upon the Union's request, union members serving as stewards, alternate stewards or on any committees established in this contract shall be granted special training leaves to attend group trainings provided by the Union. The size of the group attending such training will not exceed the number of stewards provided for in this contract and the time period for such group training leave shall exceed two days. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits as described in Section 4. The Union will provide the Company with 5 working days' notice of such leave.

Section 6. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

Section 7. An employee returning from any leave shall be entitled to reinstatement to his/her position, hours and work unit unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 11 – Force Reductions/Bumping.

## **ARTICLE 11 – FORCE REDUCTIONS/BUMPING**

Section 1. In the event of a reduction in force, the least senior person in the affected job category and building shall be first to be laid off. The displaced employee may bump the least senior employee in the bargaining unit in an equal or lower rated classification provided they have the seniority and are qualified to perform the work successfully with minimal training. The displaced employee without seniority to bump shall be laid off.

Section 2. Employees shall be recalled to their former position in inverse order as business needs dictate.

Section 3. Notice of recall shall be sent by registered mail to the employee's last known address on file with the company. It is the employee's responsibility to maintain up-to-date address information on file with the company. The procedure is not required for the start of the school year. Employees shall be advised when the school year concluded if employment will be available for the following school year.

## **ARTICLE 12 – POSTING OF VACANCIES**

Section 1. All vacancies shall be posted in writing for 5 working days on internal bulletin boards in each facility. A copy of the posting shall be given to the Steward. Employees shall apply for the posted vacancies by sending a written request to the Site Director. Interviews will be conducted within 10 working days of the completion of the posting period. When more than one active current employee is deemed by management to be qualified for a position, selection of employees to fill the vacancies shall be governed by seniority. The Employer shall post the original open posted 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.

Section 2. A vacancy shall be defined as a regular position which vacated by the separation of an employee and one the Employer determines should be replaced or a newly created position.

Section 3. Up to 45 calendar days of employment in a new job title for any existing employee will be considered a probationary period for the purpose of this Agreement. The Employer shall be entitled to extend the probationary period for an additional 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 6 months.
2. Upon such disqualification, the employee shall be entitled to return to the position previously held or a substantially similar position and he/she shall suffer no loss of seniority occasioned by the promotion.

3. Employees who successfully bid for new promotional opportunities may apply for a subsequent promotional opportunity without a time bar restriction.

### **ARTICLE 13 – IMMIGRATION RIGHTS**

Section 1. No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name and/or social security number.

Section 2. In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within 48 hours of the employee's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

Section 3. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason. The Employer agrees to provide to the employee preferential hiring if the employee provided proper paper work documentation within 2 years of prior termination.

### **ARTICLE 14 – ETHIC DIVERSITY AND CULTURAL ISSUES**

Section 1. The parties recognize that recent immigrant workers are employed by the Employer and they are vital to the success of our operations. While English is recognized as the language in the work place, the Employer recognizes the right of the employees to use the language of their choice among themselves when not in front of customers/students, management and client representatives.

Section 2. The Company and the Union are committed to programs that will enhance the ability of employees who do not communicate in English as their primary language to improve that skill while balancing that with increased publication of written communication in a bi-lingual format.

Section 3. Where there is a communication difficulty with a particular employee, on request the Company will provide a translator chosen by the employee to facilitate communications so long as:

1. The employee is on the premises at the time requested;
2. The employee translates the communication of both sides so that there is full understanding by both parties of the verbal exchange;
3. Said translator may be the union steward who shall function both as translator for both parties and advisor to the employee;
4. If the translator is not the steward, he/she shall translate for both sides but shall not function in the role of steward.

#### **ARTICLE 15 – BARGAINING UNIT WORK**

Section 1. Supervisors and other non-bargaining unit employees will not perform bargaining unit work except when there are no unit employees to perform the work needed or when such is necessary for the legitimate emergencies or for the instruction of personnel.

Section 2. Leads are covered by the collective bargaining agreement. It is understood that leads regularly perform bargaining unit work. It has also been agreed that as part of the leadership role in the unit, the lead is required to report bargaining unit performance or discipline matters to management.

#### **ARTICLE 16 – NO REDUCTIONS**

No employee shall have his/her wages, benefits or other working conditions reduced as a result of the signing of this agreement unless mutually agreed upon by the parties.

#### **ARTICLE 17 – JOB DESCRIPTIONS**

Job descriptions (essential functions list) shall be developed and maintained for each classification. The job descriptions (essential functions lists) may be reviewed periodically by the Labor Management Committee.

## **ARTICLE 18 – UNION STATUS AND MEMBERSHIP DUES CHECK-OFF**

Section 1. The Employer agrees to deduct bi-weekly from the wages of the employees covered under this Agreement, regular initiation fees and membership dues for the Union, as said employees individually authorize the Employer to deduct.

Section 2. 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 numbers 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 date of hire. The list should indicate all official personnel actions which result in a change in status of the bargaining unit members, including leaves of absence, new hires, terminations and promotions. The information shall be in computer readable electronic form. The remittance shall be forwarded not later than the 15<sup>th</sup> of the month following the month in which deductions are made.

Section 3. In order to simplify the Employer's and the Union's administration of this section, the Employer shall upon the hiring of new employees give each employee an application for union membership and dues Checkoff authorization form. The Employer shall remit the completed forms to the union monthly. 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 year" meeting for those employees hired at the start of the school year. For employees hired during the school year, the 15-minute orientation shall occur prior to the end of probation.

Section 4. 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 membership dues, it shall give the Employer 30 day's written notice prior to the effective date of such change.

Section 5. 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 authorization cards submitted by the Union to the Employer.

Section 6. The Employer shall deduct, from the gross wages and salary of each employee who voluntarily executes the political action committee (PAC) payroll deduction authorization form that is an appendix to this Agreement, the contributions at the frequency of deduction so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union

pursuant to this. The Employer may remit PAC contributions and Union dues to the Union by a single check or wire transfer, or by separate checks or wire transfers.

With each PAC contribution remittance the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other applicable period, and contribution amount. The parties acknowledge that the Employer's cost of administration of this PAC payroll deduction have been taken into account by the parties in the negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of this Agreement.

## **ARTICLE 19 – SHOP STEWARDS AND VISITATION**

Section 1. The Union shall the right to designate a reasonable number of shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. There shall be up to five (5) shop stewards. The Union shall provide the Employer with the names of persons designated as stewards.

Section 2. A steward may be released from their regular duties to investigate grievances on Company time. The steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the steward's work and the work of the person with whom the steward wants to meet. Management will also provide unpaid release time for stewards to be trained.

Section 3. The Union, through its representatives, shall have access and the right to visit working areas facilities in the unit where employees covered by this Agreement are assigned during working hours. However, The Union agrees that it shall not interfere with any working operations and shall contact the Site Director or his/her designee upon arrival. The Union agrees to make reasonable efforts to schedule visits in advance. (Note: See side letter referencing visitation during state-mandated testing periods).

Section 4. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the Site Director in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer client.

Section 5. While on the job employees may wear Union buttons, so long as the wearing of such buttons does not obscure or interfere with the employee's uniform or create a safety hazard.

**ARTICLE 20 – SUCCESSORS AND ASSIGNS**

Should the Company sell, assign or otherwise transfer any operations covered by this Agreement, the Company shall notify the Union in writing, and it shall notify the buyer if this Agreement.

**ARTICLE 21 – WAGES**

Section 1. Employees shall receive wages as indicated:

1. New Hire Rates

Classification	11-1-15	11-1-16	11-1-17	11-1-18	11-1-19
Food Service Worker	\$8.50	\$8.90	\$9.25	\$9.35	\$9.45
Food Service Utility					
Cook	\$8.90	\$9.70	\$10.00	\$10.10	\$10.20
Food Service Lead	\$9.45	\$10.00	\$10.10	\$10.20	\$10.30
Driver	\$10.05	\$10.20	\$10.30	\$10.50	\$10.50

Effective Nov. 1, 2016 all employees will be moved to the new starting wage listed above or receive a .30 increase, whichever is greater.

2. General Wage Increases – All Classifications

In each year of this Agreement, all employees who have passed their probationary period shall receive the following hourly increases on the following dates:

November 1, 2015	\$0.30 (retro)
November 1, 2016	\$0.25
November 1, 2017	\$0.25
November 1, 2018	\$0.20
November 1, 2019	\$0.20

3. Any new employee hired after November 2, 2017 will receive the New Hire rate for their classification.

4. New classifications: If a new position is created, the parties will meet to determine the rate of pay for that new position.

5. Promotions: Employees keep their current rate plus \$0.20 per hour or the New Hire Rate of the new classification; whichever is greater.
6. Demotions: Employees go to the New Hire Rate of the new classification plus all contractual increases in this CBA since his/her date of hire.

Section 2. Any employee assigned by management to work in a higher classification for a minimum of 1 hour shall receive the rate of that classification or their current rate, whichever is higher, for the hours so worked. If the employee is earning a rate above the minimum rate for the higher paid classification, then the employee will receive an amount equal to the difference between the minimum rates for the two classifications for each hour worked after one hour. Employees temporarily assigned to lower-paid positions shall retain their regular rate of pay.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Company. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. If an employee is required to attend a meeting called by the Employer, such employee shall be paid at their regular straight time rate for such attendance. If the meeting occurs outside of an employee's normal working hours, the Company will provide more than 48 hours' notice of such meeting. The Company will not unreasonably deny requests to be excused from such meeting because of prior commitment. The Company may request proof of such prior commitment.

Section 5. Employees shall be paid on a bi-weekly basis on Fridays by direct deposit. Employees participating in the direct deposit system shall receive all information normally contained on a check stub.

## **ARTICLE 22 – 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 National Food Service Plan health, dental, vision and life insurance programs described below. The Employer may not make significant changes to content without first negotiating with the Union. The Employer's medical, dental, vision and life insurance plans will not be offered after December 31, 2016. Refer to the 2010-2015 Collective Bargaining Agreement between the parties for rates and information about these Employer plans.

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 National Food Service Plan (medical plan). The employer will cover the entire cost of this plan offered through the Amalgamated Plan.

The amount of term life insurance for an employee age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Ins. as a Percentage of Amount Prior to Attaining 65</u>
65 – 69	65%
70 and over	50%

B. Health Care Coverage.

As of Jan. 1, 2017, the health care provider will be:

Amalgamated National Health Fund – Food Service Plan – BCBS PPO

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, is 18 pay periods per academic year. This provides them with year-round coverage. Employee’s co-pays beginning January 1<sup>st</sup>, 2017 will be:

<b>Amalgamated Health Care Plan</b>	<b>1-1-2016</b>	<b>1-1-2017</b>
Employee	\$136	\$146.80
Employee + 1	\$271.20	\$292.80
Family	\$379.80	\$410.20

Employees who participate in the health plan will receive \$200 per year to be paid on January 1<sup>st</sup>.

The Employer shall absorb the first 6% increase in health insurance premium costs over the prior year’s cost beginning on January 1, 2017. 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 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:

<b>Amalgamated Dental Plan 2000</b>	<b>1-1-17</b>
Employee	\$39
Employee +Spouse	\$77
Employee + Child	\$67
Employee + Children	\$88
Family	\$116

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 National Food Service 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 Compass 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, 2017, 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.

**ARTICLE 23 – PENSION/401K**

Section 1. The Employer shall become a participating employer of the UNITE HERE Workers Pension Fund, National Plan, effective November 1, 2006. The Employer shall contribute to the Fund, on or before the tenth of each month, an amount per employee for each hour compensated for during all payroll weeks ending in the prior calendar month, as indicated below:

Effective October 1, 2010	\$0.20
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The Employer agrees to Participate in the Pension Rehabilitation Plan per the terms of the Plan.

The Employer shall be required to contribute for new employees beginning the first of the month following the employee's probationary period.

Section 2. Employees who have completed 90 days of service may participate in the Employer's 401(k) plan, per the terms of the plan.

## **ARTICLE 24 – HOURS OF WORK**

Section 1. The work year for employees shall be determined by the Employer, to be correlated with the number of student days for which food service is provided as determined by the Board of Education, plus up to 5 days before and/or after the student year, the actual number of days to be determined by the Employer. Should the Board direct the Employer to provide Food Service in excess of 10 months in a school year, the parties shall meet to discuss the impact on the collective bargaining agreement.

Section 2. It is understood that the Board may provide a summer food service program, in which event employees will be offered such work in order of seniority with a job classification and shall work as required in the summer food service program.

Section 3. The normal work week shall consist of 5 days, commencing on Monday through Friday. The work week shall be established as set forth in each year's school calendar. The text in this Article shall not establish a guaranteed number of days to be worked in a week or the hours to be worked in a day, although the Company will provide as many full-time shifts as practicable, consistent with its business needs.

Section 4. The Employer reserves the right to assign or reassign shifts to personnel or to create new work hours on 1-weeks' notice to the employee, except in the case of an emergency. The workday shall be based on actual hours scheduled and worked. To the extent practicable, reassignments shall be made on the basis of seniority.

Section 5. All employees covered by this Agreement will be permitted to take one 15-minute paid break for each 4 hours worked. Breaks will be scheduled by the manager. Employees who work 5 or more hours in a day shall receive a one-half hour paid meal break to be scheduled by the manager or designee where they shall be provided a free, wholesome meal. Employees who work through their breaks shall be paid for all time worked. For those employees scheduled for 7 hours or more, total paid breaks will not exceed 45 minutes.

## **ARTICLE 25 – OVERTIME AND PREMIUM PAY**

Section 1. Employees performing work in excess of 40 hours per week shall be compensated at the rate of time and one-half their regular pay.

Section 2. Hours of work shall not be reduced during an established work week or work schedule solely for the purpose of avoiding overtime payment.

Section 3. For purpose of this Article, the principle of seniority will be utilized in determining the selection of employee's for overtime work on a building-wide basis by job classification. The most senior employee based upon service in the building in classification for which overtime is available shall be offered overtime first and then a cycle of rotation shall occur until the list is exhausted. The cycle will then return to the most senior employee. If no volunteers respond in the building and in the job category for which overtime is available, overtime shall then be assigned in inverse seniority order by classification in the building where the overtime is occurring. This system will continue at the building level until the necessary overtime hours are filled. Any employees refusing overtime in their turn shall lose their place on that cycle of the overtime list, and shall not be eligible until the next turn on the list.

Section 4. Overtime shall be paid in the pay cycle following that in which the overtime is worked.

Section 5. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

Section 6. Employees shall be expected to work a reasonable amount of overtime when requested.

## **ARTICLE – JURY DUTY**

When a member of the bargaining unit is summoned for jury duty, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to 20 work days in any calendar year.

## **ARTICLE 27 – BEREAVEMENT LEAVE**

In the case of death during the school year of a parent or legal guardian, bother, sister, husband, wife, domestic partner, child or step child, mother-in-law or father-in-law, grandparent or grandchild or a relative who is a member if the immediate household of the employee, members of the bargaining unit who have completed probation will be excused without loss of pay from day of the death to the day after the funeral, inclusive, provided the absence does not exceed 3 consecutive working days except where travel distances exceed 500 miles from place of employment, in which case the employee shall be granted up to 2 additional days off, with pay, for travel or to attend to other funeral related matters.

In the case of the death during the school year of brother/sister-in-law, daughter/son-in-law, aunt, uncle, niece, nephew, or cousin, members of the bargaining unit who have completed probation will be excused without loss of pay for the day of the funeral, provided the absence does not exceed one (1) working day.

Employer may request reasonable verification.

## **ARTICLE 28 – REPORT IN PAY**

Section 1. Employees, who report to work without having been notified that the cafeteria is closed, shall be guaranteed a minimum of 2 hours work or the pay equivalent thereto. Timely radio notification that school is closed shall constitute adequate notification.

Section 2. Once employees begin their scheduled shift, they shall be paid for all hours worked, or one-half the hours in their regular shift, whichever is greater.

Section 3. The decision whether an employee shall be excused or shall work will be at the discretion of management and shall be made on the basis of seniority.

Section 4. Employees called in from home to work extra time outside their regular hours, shall be guaranteed a minimum of 2 hours work or pay equivalent thereto.

## **ARTICLE 29 – CHANGE IN HOURS**

Section 1. In the event that the scheduled hours in a particular school are reduced, then the least senior employee in that school, in the effected classification, shall have their hours reduced first and so on. The affected employees shall have the right to bump a less senior employee in the same classification in a different school to retain their hours. The employee

affected by this bump may then bump a least senior employee, in the same classification in the District to retain hours if their seniority permits. By mutual consent of the parties, all employees in a given classification involved shall be affected equally (i.e., hours shall be reduced in like amount for each employee).

Section 2. In the event that the scheduled hours in a particular school for a given classification are increased, then the most senior employee in a given classification involved shall be affected first and so on. By mutual consent of the parties, all employees in a given classification shall be affected equally (i.e., hourly time shall be increased in a like amount for each employee).

### **ARTICLE 30 – HOLIDAYS**

Section 1. All regular full-time and part-time employees that have completed probation shall be entitled to paid holidays per school year when the School District is closed.

Friday before Easter

Thanksgiving Day

Martin Luther King Day

2 days on Mid-Winter Break (as scheduled by the Board of Education)

Memorial Day

Day after Thanksgiving

July 4<sup>th</sup> (only if working the summer program)

Section 2. Payment shall be based on the employee's regularly scheduled hours times their regular rate of pay.

Section 3. Employees must work their last full scheduled work day before and after the holiday in order to receive holiday pay. Employees on approved leave for bereavement, jury duty, or union business on their scheduled workday before and after the holiday shall be deemed to have met the work requirement.

## **ARTICLE 31 – SICK/PERSONAL DAYS**

Section 1. All regular full-time and part-time employees shall receive 5 sick days on the first work day of each academic year. Employees shall receive a pro-rated number of days in their first year of employment after completing their probation. Employees who work the summer program shall receive one (1) additional day at the beginning of the program.

Section 2. Employees may use their sick days as personal days if scheduled one week in advance and approved by the Employer. Such approval shall occur within three (3) work days and not be unreasonably withheld. Employees do not need to schedule personal days in advance for bona fide emergencies.

An employee may request to use a sick day when the campus is closed due to snow.

Section 3. At the end of the academic year, employees will be able to either cash out their unused sick/personal days at 100%, or carry over their unused days to the next year. The carry over bank will not exceed 10 days.

Section 4. Professional Development Days: Employees will be paid a minimum of three (3) hours pay for up to two (2) Professional Development Days per year. There will be no pay for these days if the employee does not show up for a scheduled event or meeting on these days.

## **ARTICLE 32 – UNIFORMS**

The Company shall supply all regular employees with 3 sets of required uniforms that will be replaced one-for-one on an as-needed basis. The employee must wear other clothing and footwear as determined by the employer.

## **ARTICLE 33 – TRAVEL ALLOWANCE**

Any employee who is required to utilize his/her own vehicle for work-related tasks at the request of management, or is 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 34 – TRANSLATION AND COPYING OF AGREEMENT**

The Union will pay to have this Agreement translated into languages agreed upon by the parties. The Employer will pay to have the agreement printed, copies and distributed to all employees. The English language document shall be the controlling document in all situations.

## **ARTICLE 35 – SEPARABILITY AND SAVINGS**

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not “open” the Agreement during its term.

## **ARTICLE 36 – MANAGEMENT RIGHTS**

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2. Examples of the authority, rights and powers which are hereby vested in the Company, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Company’s employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company

employees). If the Company does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

Section 3. The Employer retains the right to subcontract out all or any part of its operation as the dictates of business demand or if the Employer in its discretion deems it necessary as long as it does not directly displace or result in the layoff of a regular employee except as a result of cause beyond the control of the Employer.

### **ARTICLE 37 – NO STRIKE OUT – NO LOCK OUT**

Section 1. The Union and its members employed by the Company, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of Company production or processes, sympathy strike, picketing or boycott against the Company. The Company will not engage in a lockout during the term of this Agreement.

Section 2. Employees who engage in any activities in violation of this Article shall subject themselves to discipline up to and including termination.

Section 3. The Union agrees that if employees covered by this Agreement are in violation of this provision they shall order the employees to cease and desist and return to work immediately and take steps to ensure compliance with that request.

### **ARTICLE 38 – COMPLETE AGREEMENT**

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and superseded all previous agreements, whether written or oral, between the parties.

### **ARTICLE 38 – TERM AND RENEWAL**

Section 1. This Agreement shall be in full force and effect from November 1, 2015 and shall be in effect up to and including October 31, 2019. It is further agreed that neither the Employer nor the Union shall engage in a strike or lockout after the termination of this Agreement until at least 60 days after notice of intent to negotiate changes was provided to the other party.

Section 2. The parties shall enter into a written reaffirmation agreement 34 months after the effective date of this Agreement, if, in light of the conditions then existing, both parties believe it is appropriate to do so. The reaffirmation agreement shall reaffirm the terms of this Agreement for the balance of the duration of this Agreement. The reaffirmation procedure does not constitute a re-opener of this Agreement.

Section 3. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a “Cooling-Off Period” during which neither party may engage in strike, lockout, picketing, unilateral changes in the Agreement, or other economic weapons. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Colling-Off Period shall be for a minimum of 60 days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement shall be retroactive to November 1, 2015 so that the employees do not suffer economic loss due to the Cooling-Off Period, unless the parties otherwise mutually agree.

Service Employees International Union

CHARTWELLS, a division of

Compass Group USA, Inc.

BY:

BY:

\_\_\_\_\_

\_\_\_\_\_

SEIU Local 517M – Labor Relations Spec.

District Manager

\_\_\_\_\_

\_\_\_\_\_

Unit President

Labor Relations Manager

\_\_\_\_\_

Chartwells

**SEIU Local 517M**

**Voluntary SEIU COPE Political Check-off Authorization**

I hereby authorize my employer \_\_\_\_\_ to deduct from my regular pay check the sum of: (please circle one) **\$3.00 \$5.00 \$10.00 Other \$** \_\_\_\_\_ each pay period and forward the amount to SEIU COPE, care of:

SEIU 517M

1026 E. Michigan Ave.

Lansing, MI 48912

**Please read the following before signing:**

I am volunteering to contribute to the SEIU Committee on Political Education (COPE).

I authorize Local 517M to file this payroll deduction with my employer, and any subsequent employer, and for my employer to forward the amount specified to SEIU COPE. This authorization shall remain in full force and effect until revoked in writing by me.

I understand that: 1) I am not required to sign this form or make COOE contributions as a condition of my employment by my employer or membership in the Union; 2) I may refuse to contribute without any reprisal; 3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4) The amounts on the form are merely a suggestion, and I may contribute more or less without fear of favor or disadvantage from the union or my employer; 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Home E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

**SIDE LETTER**

November 1, 2010

MEMORANDUM OF UNDERSTANDING: MUSKEGON HEALTH INSURANCE ELIGIBILITY

The parties agreed during negotiations in 2010 that the following employees shall only need to be scheduled 25 hours or more per week to be eligible to elect Health Care coverage in accordance with the requirements in Article 22:

Brenda Nelson

Gayle Nelson

Cynthia Hussey

Jane Leloff

Marion Heinz

This modification specifically applies to the Chartwells bargaining unit employees at the Muskegon School District.

Compass Group USA

Service Employees International Union

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**SIDE LETTER**

November 1, 2010

MEMORANDUM OF UNDERSTANDING: REPORT-OFF, SUB SCHEDULING

The Company agrees to continue the current practice of offering available hours within a building due to a report off when a sub is to be called in. For example: if a six (6) hour employee reports off from work, an employee in the building who is scheduled for four (4) hours will be offered the opportunity to accept two (2) additional hours for that day; then, a three (3) hour person within the building will be offered the opportunity to work an additional hour and the sub will be called in to work the three (3) hour shift in that building for that day.

The bargaining unit employees who are not scheduled to work on a day shall be given the first opportunity to substitute in other buildings that are working that day.

This modification specifically applies to the Chartwells bargaining unit employees at the Muskegon School District.

Compass Group USA

Service Employee International Union

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