

**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, 2014 through August 31, 2017**

**# 9238**

**CO**

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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.

**(ARTICLE 2 – RECOGNITION continued)**

**Section 3. (continued)** 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 – 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 4 – 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 5 – 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 6 – 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 three (3) working days. 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.

- 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.

## **ARTICLE 7 – 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.

## **ARTICLE 8 – 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 eight (8) or more years 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 two hundred dollars (\$200.00) 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 9 – 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 10 – 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 11 – 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 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 Holiday. Employees shall be issued two (2) Personal Paid Holidays (PPH 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 12 – 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.

### **ARTICLE 13 – INSURANCE**

Section 1. The Employer shall provide current eligible employees with five thousand dollars (\$5,000) Life and five thousand dollars (\$5,000) Accidental Death and Dismemberment insurance (double indemnity) at no cost to eligible employees. Eligible employees shall be enrolled effective on the first of the month following completion of their probationary period.

#### **Section 2.**

- a. The Employer shall provide current eligible employees with basic group single hospital/surgical medical coverage. Eligible employees requiring such coverage will be required to pay through payroll deduction one-half (1/2) of the monthly premium for the first six months of coverage, thereafter, the Employer shall pay the full monthly premium. Employees may purchase dependent coverage through a payroll deduction. Eligible employees will be enrolled on the first of the month following completion of their probationary period. Employees are not eligible to be enrolled in this hospital/surgical plan if they are receiving comparable coverage through another source.
- b. Effective January 1, 2015, all regular full-time employees (those regularly scheduled 30 hours or more per week), effective the first of the month following 60 days, shall be eligible to participate in the Amalgamated 1250 Fund for health care coverage based on the same terms and contribution rates negotiated nationally for all Compass Group Employees.
- c. Eligible employees shall also be able to participate in Compass Group dental, vision, short term disability and life insurance plans currently offered at the facility through payroll deduction.



Co pay deductions shall be made from the employee's bi-weekly paycheck. The parties agree to reopen this section to change/update carriers for each year of the contract duration.

In the event that the insurance premium increases by more than fifteen (15%) over the prior year's premium costs in any one (1) year, the parties shall meet for the sole and exclusive purpose of changing insurance carriers or incorporating cost contained items.

Section 3. Employees hired prior to 9/1/03, in order to be eligible for insurance/medical coverage available in Sections 1 and 2 above an employee must be regularly scheduled to work twenty-five (25) hours or more per week. Employees hired 9/1/03 or after, an employees must be regularly scheduled to work thirty (30) hours or more per week to be eligible.

**ARTICLE 14 – WAGES**

Section 1. Schedule of classifications and hourly rates:

Current Employees hired before 9/1/11

New Employees

	9/1/13									9/1/13	
Cook	\$12.36									Cook	\$9.69
Kitchen Lead	\$12.57									Kitchen Lead	\$10.20
General Help	\$12.25									General Help	\$8.67

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. Eligible employees (six [6] months of service) may participate in the Company's Employee Savings Plan (401K) according to the terms of the Plan.

Section 4. The parties agree to a wage reopener for the Agreement in Years 2 and 3 for the sole and exclusive purpose of negotiating wage increases for September 1, 2015 and again for September 1, 2016.

**ARTICLE 15 – DURATION AND AMENDMENT**

This Agreement shall remain in full force and effect covering the period September 1, 2014 to and including August 31, 2017, 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)**

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

\_\_\_\_\_  
Division Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
On Site Manager

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

\_\_\_\_\_  
Senior Director Labor Relations

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