

**AGREEMENT**

**BY AND BETWEEN**

**SDH EDUCATION WEST, LLC A SUBSIDIARY OF SODEXO  
INC. AND AFFILIATED WITH SODEXOMAGIC  
FOOD SERVICE**

**AT**

**FLINT COMMUNITY SCHOOLS  
305 WALNUT STREET  
FLINT, MI 48503**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 517M**

**EFFECTIVE DATES:**

**FROM: September 24, 2018**

**TO: September 23, 2021**

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## **PREAMBLE**

Section 1. This AGREEMENT made and entered into, by and between SDH Education West, LLC a subsidiary of Sodexo Inc. and affiliated with SodexoMagic, Food Service, at Flint Community Schools, 305 Walnut Street, Flint, MI 48503, (“Employer” or “Company”), and Service Employees International Union Local 517M (“Union”), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer’s clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer’s right to manage the business profitably.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time employees of SDH Education West, LLC a subsidiary of Sodexo Inc. and affiliated with SodexoMagic, Food Service, at Flint Community Schools, 305 Walnut Street, Flint, MI 48503, in the classifications identified in Appendix A. Excluded from the bargaining unit are employees in hourly classifications that were excluded under the Board of Education of the City of Flint collective bargaining agreement, employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, active students of the Client or any students employed in connection with a vocational education, co-op or work study program, transportation employees, facilities employees, casual employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

## **ARTICLE 2 – DEFINITIONS**

Section 1. Full-Time Employee: A “full-time employee” is one who regularly works thirty (30) or more hours per week.

Section 2. Part-Time Employee: A “part-time employee” is one who regularly works fewer than thirty (30) hours per week.

Section 3. Casual Employee: A “casual employee” is one who is scheduled to work on an as needed, non-regular basis.

Section 4. Measurement Period: An employee’s status as full-time or part-time shall be determined on the basis of the employee’s average weekly hours during the fifty-two week measurement period ending on the date in October 2014 and in each succeeding year as specified by the Employer’s Corporate Benefits Department. No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave. Employees who have been employed for less than one year as of the

measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Company to classify partial-year employees under the Standard Benefits Plans.

Section 5. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, “working day” means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

## **ARTICLE 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, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner and for just cause.

## **ARTICLE 4 – NON-DISCRIMINATION**

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer’s employees because of the employee’s race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer’s employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

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

Section 2. Gender. The use of pronouns “he” or “she” and the suffixes “men” or “women” shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either’s request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively.

## **ARTICLE 5 – MANAGEMENT’S RIGHTS**

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer’s right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety. All the above will be done with cause and not capricious in nature.

## **ARTICLE 6 – DEDUCTION OF UNION DUES**

Section 1. Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, or thirtieth (30<sup>th</sup>) day following the date upon which this Agreement is signed, whichever occurs later, to pay to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be the amount determined by SEIU Local 517M and payable at the same time as the Union’s regular dues.

Section 2. The Union shall present the Employer with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Employer for any deduction made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.

Each new employee covered by this Agreement upon the receipt of a written authorization from any new employee, the Employer shall deduct from the employee’s wages an amount equal to union membership dues, which shall be deducted in a fixed amount each pay period, regardless of the employee’s membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending a written notice to the Union by registered mail during the period of ten (10) days immediately succeeding the annual anniversary date of the employee’s authorization.

Employee's already checked off at the time of Ratification will be irrevocable for a period of one (1) year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending a written notice to the Union by registered mail during the period of ten (10) days immediately succeeding the anniversary date of the employee's authorization.

Section 3. In the event that this Article shall be challenged through the Michigan Labor Mediation Board, or the courts, the Union will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Employer. If this Article shall be found to violate law, the Union shall be responsible for any loss of damage, including back pay, awarded by the courts.

Section 4. If any employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for that period, no deductions shall be made. The Union will arrange collection of due's for that period directly with the employee. Upon proper authorization, dues shall be deducted in October for the summer period.

Section 5. The Employer shall notify the Union of the employees who terminate employment and the new hires, in writing, once each month at the time of remittance of union dues.

Section 6. The Employer and the Union agree that any violation of Article 30 (No Strike) on behalf of the Union shall result in automatic termination of this Article 6 (Dues Deduction) for a period of eighteen (18) months from the date such violation is admitted or such finding is made. The eighteen (18) month period shall extend beyond the term of this Agreement or subsequent Agreements and the subject shall not be bargainable by either party.

Section 7. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 8. 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, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The list shall also contain date of hire, work location, home address, personal email addresses (if known), home phone number, mobile phone number (if known) and hours per day. The remittance shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

Section 9. The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.

Section 10. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 11. COPE (Committee On Political Education). The Employer shall deduct monthly

or weekly a flat dollar amount, if the Employer's payroll system permits, from the gross wages or salary of each employee who voluntarily executes the COPE payroll deduction authorization form the contributions 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 Article 6, Section 2 of this Agreement. The Employer may remit COPE contributions and Union dues to the Union by a single check, or by separate checks. With each COPE contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The parties acknowledge that the Employer's costs of administration of this COPE payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provisions of this Agreement. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the COPE contribution remittance to the COPE's specified on the form.

## **ARTICLE 7 – LABOR-MANAGEMENT COMMITTEE**

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

## **ARTICLE 8 – SAFETY**

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 2. A Joint Safety and Health Committee ("Committee") will be established. The committee will be composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

Section 3. Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is

replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

## **ARTICLE 9 – VISITATION**

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

## **ARTICLE 10 – UNION STEWARDS**

Section 1. The number of Union Stewards shall be a maximum of three (3). The Union shall designate one (1) Chief Steward. The Union shall advise the Employer in writing of the names of Union Stewards. One (1) Union Steward shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. 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.

Section 3. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 4. The Chief Steward will be considered the most senior employee for the purpose of layoff and recall only.

Section 5. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 6. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under 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 be subject to business needs of the Employer but shall not be less

than half the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

Section 7. A Steward may request to be released from his/her regular job duties on Employer time to meet with new employees for a period not to exceed fifteen (15) minutes. Requests to conduct such meetings shall not be unreasonably withheld.

## **ARTICLE 11 – SENIORITY**

Section 1. New employees will be considered as probationary employees until they have been continuously employed for ninety (90) calendar days. After completion of the ninety (90) calendar days, the employee will be considered as a regular employee and the seniority shall be calculated retroactive to the day the employee commenced employment. An employee shall not gain seniority until completion of their initial probation period. There shall be no seniority among probationary employees. An employee serving his or her initial probationary period may be disciplined or discharged without recourse through the grievance procedure contained within this agreement.

Section 2. When an employee acquires seniority, his/her name shall be placed on the seniority list. Upon request of the union an up-to-date seniority list shall be made available to all employees for their inspection. The seniority list shall be posted on the Employer's bulletin board. The list shall also be distributed to all employees by as satisfactory method each year or by mailing the current seniority list to each bargaining unit employee.

Section 3. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement. "Employer Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer. "Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit.

Classification Seniority will be used for purposes of layoff, recall, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in this Agreement.

In the event two (2) or more employees are hired on the same day their seniority shall be decided by a mutually agreed lottery of those employees.

Section 4. The Employer shall furnish to the Union, a copy of an up-to-date seniority list at the start of every contract year which shall include the name, address, phone number, current building assignment, classification, wage rate, and seniority date. Upon written requests, current seniority lists may be furnished to the Union. No requests shall be unreasonable nor unreasonably denied.

Section 5. Continuous employment shall be broken for any of the following reason. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.
- e) Layoff without recall after a period of two (2) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- f) Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g) Any absence beyond an authorized leave of absence.

## **ARTICLE 12 – JOB POSTING**

Section 1. Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than seven (7) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the Unit Manager. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Steward on site or faxed to the Union office. Copies of completed postings shall be given to the Chief Steward and faxed to the Union office within ten (10) working days of the bid award.

Section 3. All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this Section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two (2) weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings. This will be waived if the next job is of a promotional opportunity.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

Section 4. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last six (6) months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) calendar days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 6. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. The employee shall be paid the rate of the job immediately whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.). All employees requests for a voluntary transfer must be done in writing.

## **ARTICLE 13 – LAYOFF AND RECALL**

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off. The Employer shall make every effort to meet and confer with the Union in advance of anticipated reductions of force, for the purpose of exploring alternatives that may mitigate the reductions. Any person who is put into a lower classification no fault of his/her own shall remain at their current rate of pay for one (1) year.

- a) Whenever an employee has been laid off in accordance with the paragraph above, he shall be allowed to exercise his district-wide seniority to bump in the same or next lower rated classification provided he or she has more seniority with training and be subject to supervisor approval.
- b) When employees are recalled as such they will be able to return to their former classification by seniority in reverse order of lay-off.
- c) When there is a layoff, those employees in the bargaining unit who have been designated as the grievance representatives shall be granted top job seniority for layoff and recall only provided they are capable of performing the work, and, provided further, such super-seniority is limited to no more than two (2) designated employees in this unit.

Section 2. Employees shall be given fourteen (14) calendar days' notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

- a) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

- b) For the purposes of recall notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within five (5) working days after indicating their willingness to be reinstated.

## **ARTICLE 14 – LEAVES OF ABSENCE**

Section 1. Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to thirty (30) calendar days. An employee must submit a written request at least thirty (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 for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall not be unreasonably denied by the Employer and must include a return to work date.

Section 2. 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. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 3. 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 applicable laws.

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 13). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than thirty (30) days. Employees returning from personal leaves of more than thirty (30) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2. Employees on a Leave of Absence whereby medical or insurance benefits would normally be

continued would need to maintain their portion of any of the premiums in order for the benefits to continue.

## **ARTICLE 15 – DISCIPLINE & DISCHARGE/JUST CAUSE**

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of up to five (5) scheduled work days.
- d) Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

## ARTICLE 16 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

**Step 1:** The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager or designee within ten (10) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The General Manager shall provide a documented response within seven (7) working days after receipt of the grievance.

**Step 2:** If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within ten (10) calendar days after receiving the General Manager or their designee's reply, shall submit the grievance to the District Manager or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) calendar days of being requested. Within ten (10) calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the union receives the written response from the District Manager or their designee. The Grievance Mediation procedure is set forth at Appendix B.

**Arbitration:** If the grievance cannot be satisfactorily adjusted at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

Section 3. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union.

Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

Section 4. Grievances concerning disciplinary suspensions or discharges along with class action grievances may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.

Section 5. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 6. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

## **ARTICLE 17 – HOURS OF WORK AND OVERTIME**

Section 1. The “workweek” shall consist of a seven (7)-day payroll period beginning at 12:00 am Friday and ending at 11:59 pm Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer’s payroll or timekeeping systems. The Employer will contact the union at least two (2) weeks before any change in the payroll period. The Employer shall have the right to require employees to record time in the format determined as necessary.

Section 2. All work performed in excess of eight hours in a day or forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law.

Section 3. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

- a) If the employee is at work and it is within their classification, they will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee.
- c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day. A typical work week would be eight (8) hours per day and five (5) days per week.

Section 5. An employee working eight (8) or more hours in a day will receive two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal period. An employee working at least five (5) hours, but less than eight (8) hours will receive one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid meal period. An employee working at

least three (3) hours, but less than five (5) hours, will receive one (1) ten (10) minute paid break. All paid breaks and unpaid meal periods may be scheduled by the manager or designee.

Section 6. Summer Work. Should the Employer need employees to work in the summer, the Employer shall first solicit volunteers from the bargaining unit. Prior to the summer operation commencing, the Employer will post the expected positions needed, including the number of hours per day that employees are anticipated to work. The parties agree that the summer operation is different from the normal academic operation, and schedules are subject to adjustment during the summer period based on the needs of the operation and are not subject to the normal Job Posting, Wages and Reporting Pay Articles in this Agreement. Senior employees in the bargaining unit will have the option to volunteer based upon the needs of the operation. In the event that they choose not to exercise this option, the lowest seniority people will be required to work the posted hours. It is to be further understood that qualified employees will be used in each classification.

## **ARTICLE 18 – WAGES**

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

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

Section 4. If the Employer's payroll system permits, employees shall be paid on a weekly basis on Fridays before the end of their regular shift.

Section 5. The Employer may utilize Bio-metric, voice recognition software and time keeping systems to accurately account for time you spend at work. Employees will be provided orientation and training on that time-keeping system.

Section 6. Unless applicable law requires otherwise, Employees must choose to participate in one of the following systems for payment of wages and reimbursements:

- The Employer's direct deposit system.
- The Employer's "Money Services Network" debit pay card system

Section 7. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications. In the event that no agreement is reached, the Union may file a written grievance in accordance with the Grievance Article.

## **ARTICLE 19 – REPORTING PAY**

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

## **ARTICLE 20 – CALL-IN EMERGENCY**

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call in emergency.

Section 2. Payment for time worked on call in emergency shall not be less than two (2) hours or until the emergency is resolved and they are released, at time and one half (1 ½) the employees' regular rate of pay.

## **ARTICLE 21 – HOLIDAYS**

Section 1. A. All employees on the payroll as of the effective date of this Agreement, (with the exception of the Lunch Aides classification), who work twenty (20) hours or more in a week and are not probationary employees of the bargaining unit shall be entitled to the following paid holidays each year:

New Year's Eve  
New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Independence Day\*\*  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day  
Christmas

Two additional Holidays shall be granted on the Monday and Tuesday following Easter Sunday.

Holidays shall normally be observed on the same days observed by the school district. This may include a holiday which falls on a Saturday, and is observed on the preceding Friday. Likewise, a holiday on a Sunday, may be observed on the following Monday.

B. For employees hired after the effective date of this Agreement, and those in the Lunch Aide classification\*, who are not probationary employees of the bargaining unit shall be entitled to the following paid holidays each year:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Labor Day (\*Lunch Aides are eligible for Labor Day as of 1/1/2019)  
Thanksgiving Day  
Day After Thanksgiving  
Christmas

Holidays shall normally be observed on the same days observed by the school district. This may include a holiday which falls on a Saturday, and is observed on the preceding Friday. Likewise, a holiday on a Sunday, may be observed on the following Monday.

\*\*In order to be eligible for Independence Day, the employee must be working in the summer.

Section 2. Employees on lay-off, Workers Comp, or a Leave of Absence, are not eligible for Holiday pay.

Section 3. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.

Section 4. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 5. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

## **ARTICLE 22 – SICK LEAVE**

Section 1. All employees, with the exception of the Lunch Aides classification, who work twenty (20) hours or more per week shall be eligible for sick leave. Sick leave shall be determined based on length of service as follows:

- For employees who transitioned from Flint Public School's payroll, they shall accrue .0513 hours of sick pay per hour paid, up to a maximum of ninety-six (96) hours in a year.
- For employees hired after September 2, 2014, they shall accrue .0288 hours of sick pay per hour paid, up to a maximum of forty-eight (48) hours in a year.

For employees who transitioned from Flint Public Schools, and started work on September 2, 2014, the accrual shall commence with the start of operations (September 2, 2014). For all others, their accrual shall start effective with their date of hire.

**Effective September 1, 2019, all employees with the exception of the Lunch Aides classification, who work twenty (20) hours or more per week shall be eligible for sick leave. Sick leave shall be determined based on length of service as follows:**

- For employees who transitioned from Flint Public School's payroll, they shall accrue .0513 hours of sick pay per hour paid, up to a maximum of ninety-six (96) hours in a year.
- For employees hired after September 2, 2014, they shall accrue ~~.0288~~ **.031** hours of sick pay per hour paid, up to a maximum of forty-eight (48) hours in a year.

Section 2. Newly hired employees shall not be eligible to utilize sick time until they have completed six (6) months of service with the Employer.

Section 3. Employees' rates of accrual shall be determined as of their anniversary dates. Accrued sick pay shall vest as of January 1<sup>st</sup> of each calendar year, except as may otherwise be provided by law.

Section 4. Sick pay shall be paid at the employee's regular hourly rate when utilized.

Section 5. Sick time may be carried over from year to year to a maximum of three hundred twenty (320) hours.

Section 6. A doctor's note may be requested by the Employer upon return to work after three (3) consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before, after or on the holiday scheduled to work.

Section 7. If employees' available sick pay is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available sick pay. The employee can inquire with the manager as to their balance and/or available time as needed.

Section 8. Employees may use two (2) of their sick days as personal days during an academic year. In order to qualify as a personal day, the employee must request the time off at least two (2) days in advance and the requested time must be approved by the Employer. Such approval shall not be unreasonably withheld, but may be denied based on the needs of the operation. The Employer may waive the two (2) day minimum notification in the event the employee encounters a bona fide emergency; however, the employee may be required to provide documentation supporting the emergency.

Section 9. Lunch Aides. Lunch Aides shall accrue .011 hours of sick pay per hour paid, up to a maximum of sixteen (16) hours in a year. Lunch Aides are not entitled to the provisions of Section 8, of this Article.

**Effective September 1, 2019, lunch aides shall accrue ~~.044~~ **.015** hours of sick pay per hour paid, up to a maximum of sixteen (16) hours in a year. Lunch Aides are not entitled to the provisions of Section 8, of this Article.**

## **ARTICLE 23 – 401(k)**

Section 1. Employees may participate in the Employer’s 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

## **ARTICLE 24 – INSURANCE**

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the “Standard Benefits Plans”), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Each employee’s eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee’s hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer’s Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee’s classification or change in classification be effectuated in a manner that violates the Affordable Care Act (“ACA”) or other applicable law.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

Section 3. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate, based upon the Employer’s Standard Rate Sheet.

The Employer shall deduct the net amount of the premium due from the Employee from each paycheck on a pre-tax basis.

Section 4. Dental and Vision Plans. Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the

employee's premium from each paycheck on a pre-tax basis.

Section 5. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

Section 6. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.

Section 7. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans.

Section 8. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

Section 9. Employer/Employee Premium Payments While on Temporary Unit Closing (TUC) Leave. During the months that an employee is on Temporary Unit Closing (TUC) leave (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on Temporary Unit Closing (TUC) leave will be required to make arrangements with the Employer in May, prior to the end of the academic year, as to how they will pay their share of the premium during the summer Temporary Unit Closing (TUC) leave period. Employees who fail to timely pay their share of the premium during Temporary Unit Closing (TUC) leave periods will have their group insurance coverage cancelled.

## **ARTICLE 25 – TRAVEL ALLOWANCE**

Any employees who are required to utilize their own vehicle, or are 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 26 – BEREAVEMENT LEAVE**

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the

death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

Section 3. For the purposes of this Article, the term “immediate family” shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law.

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

## **ARTICLE 27 – JURY DUTY**

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee’s regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

## **ARTICLE 28 – BULLETIN BOARDS**

Section 1. The Employer shall permit the Union the reasonable use of a bulletin board for the purpose of posting information. Copies of postings shall be provided to the Unit Manager in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer’s client(s).

## **ARTICLE 29 – UNIFORMS**

Section 1. The Employer shall supply all regularly scheduled employees with the required uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer. The specific uniforms to be provided are:

- Three (3) pairs of pants
- Three (3) shirts
- One (1) apron
- Nametag
- Hat or hairnets
- Shoe covers through one of the Employer’s authorized shoe vendors.

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 3. If an employee intentionally destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 4. Employees must wear the uniform as directed by the Employer.

## **ARTICLE 30 – NO STRIKE/NO LOCKOUT**

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Employer during the life of this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

## **ARTICLE 31 – SUCCESSORS**

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing (and shall give as much notice as possible, with the intent of providing at least thirty [30] calendar days) and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

## **ARTICLE 32 – SAVINGS CLAUSE**

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

## **ARTICLE 33 – TEMPORARY TRANSITIONAL DUTY PROGRAM**

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the

implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

## **ARTICLE 34 - ACT OF GOD DAYS**

**Effective September 1, 2019 nothing in the Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the above conditions, employees shall not be required to report for duty unless meals are being provided. School closing will be given over the local news media.**

**Employees will not be paid for Act of God days when said days are made up as a work day. Employees will be paid for Act of God days when said days are not made up. The Employer shall pay for no more than two (2) Act of God days in an academic year.**

## **ARTICLE 35 – TOTAL AGREEMENT**

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. The parties acknowledge and agree that during the negotiations that resulted in this Agreement, each had the full right and opportunity to make demands and proposals regarding any subject or matter related to collective bargaining and that demands or proposals that were or could have been made but were not achieved are considered disposed of without Agreement.

## ARTICLE 36 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of September 24, 2018, and shall be in effect up to and including September 23, 2021. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

Section 2. 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 strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. 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 Cooling-Off Period shall be for a minimum of sixty (60) days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to the expiration date of this Agreement, unless the parties otherwise mutually agree.

IN WITNESS WHEREOF, SodexoMagic School Services Food Service, at Flint Community Schools, 305 Walnut Street, Flint, MI 48503, and Service Employers International Union Local 517M, 1420 South Michigan Avenue, Saginaw, MI 48602, have caused this Agreement to be signed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

**SODEXOMAGIC SCHOOL SERVICES  
FOOD SERVICE  
AT FLINT COMMUNITY SCHOOLS  
305 WALNUT STREET  
FLINT, MI 48503**

**Service Employers International Union  
LOCAL 517M**

Megan Gregor  
Megan Gregor (Mar 11, 2019)

**Megan Gregor  
Director, Labor Relations**

Dominic Barbato  
Dominic Barbato (Mar 19, 2019)

**Dominic Barbato  
Labor Relations Specialist, SEIU Local 517M**

Bernard Gladney Jr  
Bernard Gladney Jr (Mar 19, 2019)

Charles Diggs  
Charles Diggs (Mar 19, 2019)

**Charles Diggs  
District Manager**

## APPENDIX “A” (WAGES)

### APPENDIX “A” (WAGES)

Section 1. Effective the first full payroll period following ratification of this Agreement, the following pay scales shall be implemented as minimum hourly wage rates for new hires:

Classification	Current	Effective 1/1/19	Effective 1/1/20	Effective 1/1/21
Lead Middle School	\$10.50	<b>\$12.50</b>	<b>\$12.80</b>	<b>\$13.10</b>
Lead Elementary School	\$10.25	<b>\$11.50</b>	<b>\$11.80</b>	<b>\$12.10</b>
Cook	\$10.85	<b>\$12.50</b>	<b>\$12.80</b>	<b>\$13.10</b>
Food Service Worker	\$9.85	<b>\$10.50</b>	<b>\$10.80</b>	<b>\$11.10</b>
Driver	\$10.85	<b>\$12.50</b>	<b>\$12.80</b>	<b>\$13.10</b>
Utility	\$10.85	<b>\$11.50</b>	<b>\$11.80</b>	<b>\$12.10</b>

Lunch Aid	Effective 1/1/2019	Effective 9/1/2019	Effective 1/1/2020	Effective 1/1/2021
	\$ 9.75	\$ 10.00	\$ 10.35	\$ 10.70

Section 2. All current employees at or above the minimum start wages listed above, and have completed their probationary period, shall receive the following general wage increase effective with the start of the pay period closest to the following dates:

Effective 1/1/19	\$0.30
Effective 1/1/20	\$0.35
Effective 1/1/21	\$0.35

Section 2.3. In the event that the Employer determines that the Start Rates listed above become insufficient during the life of this Agreement, or should the Minimum Wage rate (either local, state, or Federal) be increased, the Employer will contact the Union for the sole purpose of establishing a new Start Rate. No Start Rate shall be less than an amount that is equal to Minimum Wage plus twenty cents (\$0.20) an hour.

Section 4. Employee will receive retro pay from the date of the initial increase September 24, 2018 to the date of the implemented increase. The retro payment will be processed in the payroll period following ratification in the employees paycheck.



## APPENDIX “B” (GRIEVANCE MEDIATION)

The process below is intended to give effect to the Grievance Mediation process set forth in Article 16, Section 2 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

Section 1. Attendance at Mediation. The Grievance Mediation may be attended by up to two (2) representatives of the Employer and up to two (2) representatives of the Union, with one representative of each party designated as the principal spokesperson. In addition to the Employer and Union representatives, the Grievant shall also have the right to be present. It is expected that at least one (1) of the Employer and Union representatives will be from the local unit from which the grievance arose. The Employer, the Union, and the Grievant will not be represented by outside counsel at the Grievance Mediation, unless mutually agreed otherwise by the Employer and the Union.

Section 2. Selection of Mediator; Cost. A neutral mediator selected by the parties shall be present and mediate the dispute in an attempt to help the Parties settle the grievance. The Parties will identify a panel of acceptable mediators and attempt to select a mediator from that panel. If the Parties cannot agree upon a Mediator immediately upon deciding to proceed to mediation, they may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five 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. If a grievance that has been mediated subsequently goes to arbitration, the Mediator of such grievance may not serve as the Arbitrator for the grievance. The cost of the Mediator, if any, shall be shared equally by the Parties.

Section 3. Authority of Mediator. The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. FMCS rules protecting the mediator’s confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the Mediator will be held harmless of any claim of damages arising from the mediation process. The Mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending or modifying any provisions of this Agreement; or to actually alter, amend or modify any provisions of this Agreement.

Section 4. Evidence, Statements, and Documents. The purpose of the Grievance Mediation is to assist with the resolution of the Grievance. Proceedings before the mediator will be informal and rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made and no person at the Grievance Mediation will be placed under oath. The Mediator’s notes will be confidential and their content shall not be revealed. Any documents presented to the Mediator shall be returned to the respective parties at the conclusion of the hearing. The Grievance Mediation and any statement or action by the Mediator or the Parties or the Grievant in connection with the Grievance Mediation may not be referred to or used against any Party at arbitration and shall not constitute an admission for any other purpose.

Section 5. Advisory Opinion/Recommendation. If no settlement is reached and if requested, the Mediator shall provide one or both Parties, either jointly or separately, as mutually agreed, an advisory opinion or written recommendations for settlement. Any written recommendation or opinion shall be provided within five days of the mediation session.

Section 6. Termination of Mediation. The Grievance Mediation shall terminate upon the receipt of the writing from the Mediator, the fifth day after the mediation session, or mutual agreement of the Parties, whichever is sooner.



# APPENDIX “C” (Drug/Alcohol Test Implementation Guidelines)

## Sodexo, Inc. Drug/Alcohol Test Implementation Guidelines

### POST-ACCIDENT SUBSTANCE ABUSE TESTING

#### A. Circumstances When Testing Will Be Required

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job accidents, as defined in Section C, below, in accordance with the procedures set forth in this Article.

These procedures are designed not only to detect use of drugs or alcohol but also to ensure fairness to each Employee. Every effort will be made to maintain the dignity of Employees involved.

Employees governed by client-specific requirements must comply with those client requirements in addition to the requirements herein, if not in conflict with client requirements.

#### B. Prohibited Substances:

1. **Prohibited Drugs:** Unless limited by applicable state law, testing will be conducted for the presence of the following substances or their metabolites:

\*ALCOHOL

\*AMPHETAMINES (Including MDMA)

\*COCAINE

\*MARIJUANA

\*OPIATE METABOLITES

\*PHENCYCLIDINE (PCP)

\*6-monoacetylmorphine (6-MAM; a heroin-specific metabolite)

\*Additional substances may be added as evidence of use dictates.

Detection levels requiring a determination of a positive result shall, where applicable, be under accepted scientific standards in accordance with the recommendations established by the Substance Abuse and Mental Health Services Administration (SAMHSA; formerly “NIDA”) as adopted by the federal Department of Transportation (DOT).

2. **Alcohol:** A positive alcohol test is any result reported at or above **0.04**.

#### C. Post-Accident Testing:

An Employee Accident is defined as an unplanned event which results in a work-related injury or illness which requires outside medical treatment and cost.

For any Employee who is involved in an Employee Accident, Sodexo will conduct drug and alcohol testing.

All Employee Accidents must be reported to the Sodexo unit manager or other designated person or manager within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event. Post-Accident drug and alcohol testing should occur as soon as is practical but not later than 32 hours after the occurrence of an event meeting the above criteria. Employees must report for testing within thirty-two (32) hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

#### D. Collection of Samples/Lab Analysis:

1. **Specimen Collection:** All specimen collection for drugs and alcohol will be performed in accordance with generally accepted scientific methods. Sodexo will use chain-of-custody procedures.

2. **Specimen Analysis:** Test methods permitted by state law shall be utilized. For confirmation purposes of any test screened “non-negative,” Sodexo will retain only a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The

laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

**3. Split-sample Analysis:** The Employee may request that a confirmation test on the specimen be conducted. That request must be made in writing within three business days after being notified of the positive test result. The analysis of the split sample shall be obtained from a separate, unrelated certified laboratory chosen by the Employee and shall be at the Employee's expense.

If the split sample analysis fails to re-confirm the presence of the prohibited substance found in the original sample then both tests shall be noted as a negative and no disciplinary action taken.

**E. Alcohol Testing Procedures:**

All alcohol tests will be conducted in strict compliance with the rules adopted by federal and state guidelines and in accordance with the best practice in the applicable scientific community.

**F. Review and Notice of Rights:**

Sodexo's contracted Medical Review Officer will contact any Employee testing positive for the presence of a prohibited substance. The Employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the Employee and the MRO will be confidential. Sodexo will not be a party to or have access to matters discussed between the Employee and the MRO, except to respond to a claim made in a grievance, arbitration, lawsuit or administrative charge. Until the Employee contacts the MRO or a reasonable time has lapsed after the Employee was asked to contact the MRO, Sodexo will not be advised of the test result.

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to Sodexo as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will report the test result as a positive. Sodexo will then notify the Employee of the positive result, the substance(s) detected and the Employee's right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an Employee's system will be accepted.

If, during the course of an interview with an Employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to Sodexo.

If the result is reported to Sodexo as positive by the MRO, Sodexo will notify the Employee in writing of the following:

1. The result of the test;
2. The Employee's right to have a split sample analyzed;
3. The Employee's right to choose the laboratory to analyze the split sample;
4. The Employee's right to take up to three business days after the date of written notice to decide whether to have the split analyzed;
5. The Employee's responsibility to pay for the split sample analysis.

**G. Consequences:**

Any Employee who refuses to submit to the testing process or who tests positive for any prohibited substance will be terminated.

Any employee suspected of unnecessarily delaying the test process, attempting to adulterate or substitute a sample or refusing to fully cooperate in the test process will be considered to have refused to submit to testing.

In addition, a positive test, or the refusal to submit to a test, may result in a denial or loss of workers compensation benefits under state law. (This information is provided for informational purposes only, it being understood that neither the Union nor the Employer controls the grant or denial of workers' compensation benefits.)

**H. Confidentiality:**

Unless otherwise limited by law, information and records relating to testing, test results, drug or alcohol dependencies, medical restrictions, and legitimate medical explanations provided to the medical facility, the MRO, or Sodexo's designated Human Resources Manager as part of Sodexo's drug and alcohol testing program, shall be kept confidential and maintained in medical files separate from Employees' personnel files. Such information shall be the property of Sodexo and may be disclosed to Human Resources, the MRO, and to Sodexo managers and supervisors on a need-to-know basis. Such information also may be disclosed where relevant to a grievance, charge, claim, lawsuit, or other legal proceeding initiated by or on behalf of an employee or prospective employee.

**I. Employee Assistance:**

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, Sodexo's health insurance program or Sodexo's Lifeworks program, (888) 267-8126. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of Sodexo's Drug and Alcohol Use Policy and will not prevent termination for a positive result.

## SIDE LETTER OF AGREEMENT

SDH Education West, LLC, a subsidiary of Sodexo INC. and Affiliated with Sodexo Magic Food Service at Flint Community School located in Flint, MI (hereinafter referred to as “the Employer” or “the Company”) and Service Employees International Union (SEIU), Local 517M (hereinafter referred to as “the Union”) are parties to a collective bargaining agreement (“Agreement”) that is effective from September 24, 2018 through September 23, 2021.

As a result of the negotiations that resulted in the aforementioned Agreement, the Employer and Union agreed to the following:

Lead and Cook classification employees must obtain their Serve Safe Certification within six (6) months and must maintain the certification as long as the employee is in the lead or cook position.

Employees that are not successful in obtaining their ServSafe Certification will be considered a demotion.

Within sixty (60) days of the date of ratification of this agree, the Union and Employer will meet (schedules permitting) to discuss the tracking of attendance by the lead employees.

**SIGNED ON BEHALF OF:**  
**SODEXOMAGIC SCHOOL SERVICES**  
**FOOD SERVICE**  
**AT FLINT COMMUNITY SCHOOLS**  
**305 WALNUT STREET**  
**FLINT, MI 48503**

**SIGNED ON BEHALF OF:**  
**Service Employers International Union**  
**LOCAL 517M**

*Megan Gregor*  
Megan Gregor (Mar 11, 2019)

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**Megan Gregor**  
**Director, Labor Relations**

*Dominic Barbato*  
Dominic Barbato (Mar 19, 2019)

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**Dominic Barbato**  
**Labor Relations Specialist**