

Labor Agreement

Between

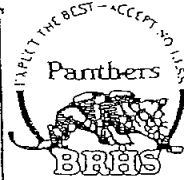
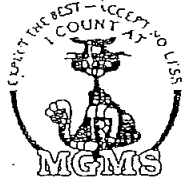


Service Employees International Union,
Local 517M

AND

73170
06 30 2008
SEIU AFL-CIO
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BIRCH RUN AREA SCHOOLS

2005-2008

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AGREEMENT

This Agreement is made this 8th day of August, 2005, by and between the Birch Run Board of Education, Birch Run, Michigan, (hereinafter called the "Employer") and Local 517M, Service Employees International Union, AFL-CIO, CLC, Cafeteria Group, Birch Run, Michigan, (hereinafter called the "Union").

ARTICLE I RECOGNITION

SECTION A: EXCLUSIVE REPRESENTATIVE

The Employer recognizes the Union as the exclusive representative for all regularly scheduled Cafeteria employees for the purpose of collective bargaining, with respect to wages, hours, and other conditions of employment for the term of this Agreement. The term "employee" or "employees" for the purpose of this Agreement shall include all full-time and regularly scheduled part-time Cafeteria personnel, excluding Administrators, Supervisors, Coordinators, and all other employees.

SECTION B: TEMPORARY EMPLOYEES (Substitute Cafeteria Employees)

The Employer retains the right to hire temporary employees in cases of emergency, and to fill in staff where necessary due to absences of regular bargaining unit members. The wages and benefits of such temporary employees will be established by the Employer (not to exceed the wages and benefits provided in this Agreement). Such temporary employees shall not be included within the bargaining unit for purposes of Union membership and/or privileges of this Agreement. The Employer may hire a temporary employee in the same position for periods of up to 90 days in the same position. Should the Employer desire to extend the temporary employee in the same position, the Employer will meet and confer with the Union to address this situation. The hiring of temporary employees shall not be used as a subterfuge or a method of eroding the bargaining unit.

SECTION C: EXTENDED HOURS

Cooks are to rotate overtime by seniority when all food is cooked in the cafeteria. If food is brought in for events such as banquets, all other cafeteria personnel are to share overtime based on seniority. All other cafeteria hours are to be rotated on a seniority basis including long term disability absences. An employee from the building in which the function is held must work that event.

When an employee returns to work after an unpaid leave of up to a school year (nine months), the returning employee shall return to the same position or a similar position. The regular employee filling the temporary vacant position will be reassigned to their former position when possible. Supervisor will notify employees of all overtime on a monthly basis.

ARTICLE II UNION SECURITY

SECTION A: EXCLUSIVE REPRESENTATIVE

The Employer recognizes the Union as the exclusive representative of all Cafeteria employees for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment, of other conditions of employment. The term "employee" or "employees" for the purpose of this Agreement shall include the Cafeteria employees of the Board, including part-time employees within such unit.

**ARTICLE III
VOLUNTARY DEDUCTION OF DUES**

SECTION A: PAYROLL DEDUCTION

Insofar as practical, the Employer shall deduct from the first pay of each month the Union dues and initiation fees of each employee covered by this Agreement, provided the Union has furnished the Employer with signed authorizations. *A check-off list along with the proper authorizations shall be the responsibility of the Union. The Union assumes full obligation for the validity and correctness of such lists 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(s) involved or which may have been illegal or incorrect.

*New check-off lists will be furnished for new hires and dues increases.

SECTION B: UNION DUES COLLECTION

When an employee does not have sufficient money due to them after deductions have been made for Social Security, Insurance, Garnishment, etc., or any other deductions authorized by the employee or required by law, Union dues for that month will be collected by the Union directly from the employee. It is also understood that an employee who is absent on account of an illness for which there are no sick days available, an approved leave of absence, or for any reason has no earnings due to them for that period, no deduction shall be made. The Union will arrange the collection of dues for that period directly from the employee.

SECTION C: INOPERATIVE AGREEMENT

If at any time during the duration of this Agreement, the Union authorizes, causes, or engages in or sanctions any strike, or work stoppage of any kind, against this Employer, then this Article shall become null and void, and inoperative during such action. Furthermore, this Article shall be automatically terminated in the event of a loss of exclusive recognition by the Union.

SECTION D: SAVE HARMLESS CLAUSE

As a condition of the effectiveness of the Article, the Union agrees to indemnify and save the Board, each individual School Board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article.

**ARTICLE IV
ADMINISTRATION RIGHTS**

The Employer, on its own and electors of the School District's behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

The practice and affairs of the School Board shall not be arbitrary or capricious and for just cause and non-discriminatory.

1. To the executive management and administrative control of the school system and its equipment, its operations, and to direct the working forces and affairs of the Board.

2. To continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or school hours or days.
3. To direct the employees, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees.
4. To contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency and to determine all methods and means of carrying out its services so as not to erode the bargaining unit.

To prepare, issue and enforce work rules and safety regulations necessary for the orderly and efficient operation of the school system. Such work rules and safety regulations shall be provided to the Union upon the Union's request.

Work rules will be non-discriminatory and for just cause. Safety regulations shall meet State and Federal Standards.

Any part of this Agreement may be re-opened with written, mutual consent of the Union and the Employer.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and laws of the United States.

It is further agreed that matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE V REPRESENTATION

SECTION A: BARGAINING UNIT DEFINED

All employees as defined in Article I of this Agreement, except probationary employees, shall be presented for the purpose of the grievance procedure by Stewards to be chosen by the Union.

1. Union Steward shall be present at all times during any disciplinary meetings between employees and employer.

SECTION B: JOB STATUS AND FUNCTIONS OF THE UNION OFFICERS

1. Stewards and/or Alternate Stewards shall be paid by the Employer for the time spent on the processing of a grievance related matter during their regular scheduled working hours, at their regularly scheduled earned rate, only if such related processing cannot occur outside of the regular workday and provided no disruption of normal school business activities occurs.
2. The names of the Stewards and Alternate Stewards shall be given in writing to the Employer. No Steward or Alternate Steward shall function as such, until the Employer has been advised of the selection of such representatives in writing by the officers of the local

Union. Any changes in Stewards or Alternate Stewards shall be reported to the Employer in writing prior to the filing of a grievance.

3. Union representatives or Union steward shall be allowed up to a total of five (5) unpaid union days per year with no more than one (1) absent at a time.

SECTION C: DEFINITION

A grievance is a claim based upon a bargaining unit member or group of the bargaining unit member's belief that there has been a violation, misinterpretation or misapplication of the expressed provisions of the Agreement. The grievance procedure shall not apply to any matter which is prescribed by law. All administrative rights which have been described herein this Agreement shall not be made the subject of a grievance.

If a grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the procedure as identified in Section D below:

SECTION D: PROCEDURE

Step One: The Cafeteria worker(s) who feel(s) that he/she has a grievance shall first discuss the matter with the Food Service Coordinator within ten (10) working days from the time of the incident over which the employee is aggrieved. An attempt will be made to resolve the problem.

Step Two: If the grievance is not settled orally in Step 1, the Cafeteria worker shall submit the grievance in writing to the Director of Business Affairs within thirty (30) working days of the time of the informal discussion occurred with the Food Service Coordinator. The written form must specify the specific provision of the contract that is allegedly violated, the date it occurred, the remedy requested, and signed by the aggrieved.

Step Three: Within five (5) working days after the presentation of the written grievance the Director of Business Affairs shall establish a conference date to attempt to resolve the grievance. At the time of the conference, the grievant will appear personally along with a Union representative in an attempt to resolve such matter. Such conference shall not be scheduled at a time that would result in disruption of normal school routine and duties.

Step Four: Within five (5) working days after such conference, the Director of Business Affairs shall answer such grievance in writing.

Step Five: If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Director of Business Affairs decision shall be final.

Step Six: If the Union does not agree with the Director of Business Affairs written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to the Superintendent within five (5) working days from the date of receipt of the Director of Business Affairs written decision.

Step Seven: Within ten (10) working days of receipt of the written appeal, the Superintendent will establish a conference date to attempt to resolve the grievance. At the time of the conference the grievant will appear personally along with a Union representative in an attempt to resolve such matter. Such conference shall not be scheduled at a time that would result in disruption of normal school routine and duties.

Step Eight: Within ten (10) working days of such conference, the Superintendent shall answer such grievance in writing.

Step Nine: If the Union is not satisfied with the disposition of the grievance at Step 8, the Union may, within twenty-five (25) working days of receipt of the Superintendent's written response, submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in *accord* with its rules which shall govern the arbitration proceedings. Neither the employer nor the union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be borne by the loser as evidenced by the arbitrator. Should the decision of the arbitrator result in a compromise decision, the arbitrator shall make as part of its decision ruling as to how the above expenses shall be prorated.

SECTION E: POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change any salary.
3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ, or discipline of any application of this Agreement to a probationary employee.
 - b. Any matter involving employee evaluation.
 - c. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
4. The arbitrator shall not make an award which, in effect, grants either party that which it was unable to secure during negotiations.

SECTION F: MISCELLANEOUS CONDITIONS

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties.
2. Grievances filed as class grievances may be initiated at the Superintendent's Level of the Grievance Procedure. The Superintendent shall retain the discretion to remand a class grievance to prior steps of the Grievance Procedure, but shall not remand as a subterfuge to violate the time provisions provided within this Article.

ARTICLE VI SENIORITY

SECTION A: PROBATIONARY EMPLOYEES

New employees shall be considered as probationary employees until they have been employed continuously for ninety (90) working days, exclusive of any unpaid leaves or layoffs. Once the probationary period is over, the employee will be considered as a regular employee and

seniority will start as of the last date of hire. Probationary employees work at the sole discretion of the Employer, and may be discharged at will and without recourse to the grievance and arbitration procedure. Probationary employees will be paid at eighty five percent (85%) of the beginning wage for the classification for which they are hired.

SECTION B:

Once an employee has completed her or his probationary period, he or she shall receive the same wage as a seniority employee in that classification.

**ARTICLE VII
LAYOFF AND RECALL**

SECTION A: PROCEDURE

1. The following provision applies solely for the purpose of layoff and recall and has no effect on any other provision of this Agreement:
 - a. When employees are to be reduced because of layoff the least senior employee is to be laid-off first and in the event of recall, the order will be reversed.

**ARTICLE VIII
ADDITIONAL ASSIGNMENTS**

SECTION A: CALL-IN TIME

Any employee called out to work, outside their regular scheduled working hours, shall receive a minimum of two (2) hours work at time and one-half unless the assignment is continuous either immediately before or immediately following their regularly assigned daily work schedule. At least a ten (10) day notice shall be given to an employee requested to work outside an employee's regular scheduled hours.

SECTION B: OVERTIME

Any employee who is required to work more than eight (8) hours in a twenty-four (24) hour period shall receive time and one-half for that time of work over eight (8) hours.

SECTION C: EXTENDED HOURS

Employees in the same building who have indicated they wish to work extended hours will be asked to work the extended hours. Employees may be asked to report to work earlier or stay later than their normal scheduled hours. Individuals volunteering to work at unloading commodities will be paid at their regular rate of pay and the time will not be included on the rotation of hours. Request of extended hours will be on a rotating basis, and employees will receive their regular rate of pay for extra time worked unless it exceeds forty (40) hours per week, at which time employees will be paid time and one-half for all hours exceeding forty (40) hours per week. Employees who express in writing the desire for additional hours outside of their building will be considered if subs are not available on the basis of district seniority. Subs may be used when there are not enough union employees to fill the vacancies. Employees who are on the call list for extended hours may turn down voluntary hours and their name will be then placed at the bottom of the list as if they were called for that rotation.

SECTION D: TRAINING/CERTIFICATION REIMBURSEMENT

The Board will reimburse employees for costs incurred in any training, registration fees, and/or certification fees required by the Board. Further, the Board will pay the employee's hourly rate while attending mandatory training sessions.

ARTICLE IX SICK LEAVE/PERSONAL BUSINESS

SECTION A: DEFINATION

Sick leave is a benefit provided by the District for food service employees. The purpose of accumulated sick days are to pay daily wages to food service employees.

SECTION B: SICK DAYS/ACCUMULATION

Food Service employees shall be credited with ten (10) days a year. Sick days for the year will be credited to Food Service in September each year. Employees hired after the beginning of the year will be credited with one sick day per month, when the employee has worked the majority of the days in the month.

1. Unlimited accumulation of sick days. Any employee retiring from the District in accordance with the State of Michigan Retirement Program with at least ten (10) years of service to the district who was hired prior to July 1, 1997, shall be compensated at fifty percent (50%) of her/his current daily rate of pay for each accumulated day of unused sick leave up to a maximum of ninety (90) days. Employees hired after July 1, 1997, shall be compensated at fifty percent (50%) of his/her current daily rate of pay over each accumulated day of unused sick leave up to a maximum of \$1,000.

Sick Leave may be used for the following purposes:

- (a) **Emergency Medical Care Arrangements**
One day when emergency illness or injury in the family requires an employee to make arrangements for necessary medical nursing care.
- (b) **Critical Illness – Immediate Family**
A maximum of five (5) days per year for a critical illness or death in the immediate family.
- (c) **Military – Active Duty**
A maximum of ten (10) days per year for persons called into temporary active duty of any unit of the US Reserves or the Michigan National Guard.
- (d) **Emergency Catastrophe**
A maximum of three (3) days per year may be used for emergency or catastrophe, provided that the employee shall be required to furnish proof of such emergency or catastrophe, if requested. Permission for such leave must be obtained from the supervisor or Superintendent's office. Example of such are:
 1. Emergencies, catastrophe, fire, accident, pallbearer;
 2. Marriage or graduation of a member of immediate family and the employee her/himself;
 3. Required court appearance involving no moral turpitude on the part of the employee;
 4. Birth or adoption of a child;

5. Immediate member of family leaving for service (induction only);
6. Religious holidays when schools are in session;

Immediate family shall be considered to include: father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle and relatives living in the same household.

SECTION C: PERSONAL BUSINESS

Two (2) days per year shall be granted to each bargaining unit member for business which cannot be done outside of the regular workday. One (1) unused personal business day per year may be carried over and no more than three (3) personal business days shall be accrued in any given year. Verification of such business day requests may be requested.

ARTICLE X LEAVE OF ABSENCE

SECTION A: REQUEST

Upon written application by an employee, the Employer may grant a leave of absence without pay or benefits. Requests for Unpaid Leave of Absence must be for emergency reasons only, and may not be requests for vacations or before or after vacations.

SECTION B: RETURN FROM LEAVE OF ABSENCE

Any employee who does not report back to work by the expiration date as set forth on the leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the Employer, except as herein provided, will be considered to have terminated their employment.

SECTION C: EXTENSIONS

The above leaves may be extended upon written application of the employee with the approval in advance of the expiration date.

SECTION D: DISPOSITIONS

Disposition of all request for leaves of absence and extensions thereof shall be in writing.

SECTION E: FUNERAL (Immediate Family)

Employees shall be allowed three (3) days of absence, without loss of pay, in the event of death to a member of the immediate family. (Immediate family includes: mother, father, husband, wife, child, stepchild, adopted child, brother, sister, any relative who is a permanent resident in the employee's home, son-in-law, and daughter-in-law.)

SECTION F: FUNERAL (Additional)

Employees shall be allowed three (3) days of absence deducted from accumulated sick time, to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

SECTION G: FUNERAL (Without Pay)

In the event additional funeral leave is needed, the Employer may grant such leave without pay.

SECTION H: JURY DUTY

If an employee is called to jury duty, it is the employee's responsibility to notify his or her supervisor.

The employee will receive a regular rate of pay for time spent on jury duty. The employee will furnish the dates and times of such service on the jury. Further, the employee will reimburse the district any money accruing to him or her as a result of service as a juror.

If the employee is dismissed from jury duty during their regular working hours, they are expected to report to work.

ARTICLE XI HOLIDAYS

Each bargaining unit member will be allowed one (1) day off with pay as a floating holiday. Such day must be requested in writing with at least five (5) working days prior notice. If more than one (1) employee requests the same day off, at the date of the written request, the first request received will prevail.

Labor Day, Christmas Day and New Year's Day are paid holidays, at the regular daily rate, if the employee works student attendance days.

ARTICLE XII BENEFITS

SECTION A: TERM LIFE INSURANCE

Section A. Term Life Insurance: Each regular (minimum of student attendance days of employment) employee will be provided a \$7,500 Term Life Policy paid by the Board for 12 months.

SECTION B: HEALTH CARE REIMBURSEMENT PLAN

A reimbursement, according to the schedule below, shall be made available to each regular employee (minimum of student days of employment) for the purpose of either vision care, or dental care, or health. Receipts are to be submitted monthly on forms provided by the district for reimbursement. Medical receipts of a spouse and dependants shall be included in this reimbursement program.

SERVICES COVERED:

- Prescription medicine or insulin.
- Medical doctors, osteopathic doctors, dentists, eye doctors, chiropractors, podiatrists, psychiatrists, psychologists, physical therapists.
- Medical treatment at a center for drug or alcohol addiction.
- Medical aids such as eyeglasses, contact lenses, hearing aids, braces, crutches, and wheelchair.
- Health insurance, dental insurance, or vision insurance premiums.

THINGS NOT COVERED:

- Cosmetic surgery
- Nonprescription medicine
- Travel to your doctor appointment
- Travel your doctor told you to take for rest or change
- Funeral, burial, or cremation costs

2005 - 06

HOURS PER WEEK	REIMBURSEMENT PER YEAR
30 + hours	\$950 per year
10-29 hours	\$550 per year
Less than 10 hours	\$300 per year

2006 - 08

HOURS PER WEEK	REIMBURSEMENT PER YEAR
30 + hours	\$1,000 per year
10-29 hours	\$600 per year
Less than 10 hours	\$300 per year

**ARTICLE XIII
WAGES**

SECTION A: WAGES

Wages will be based on an hourly pay schedule determined by job classification, level, and seniority in the positions.

a) Job classifications and levels are as follows:

<u>LEVEL</u>	<u>CLASSIFICATION</u>	<u>POSITION</u>
I	Food Service	Food Service Aides
II	Food Service	Cooks Helper, Cashier
III	Food Service	Person In Charge
IV	Food Service	Driver

Increases

2005 - 06	1% 1 st semester – ½% at second semester
2006 - 07	1% 1 st semester – ½% at second semester
2007 - 08	1 ½ %

<u>LEVEL</u>	<u>2005-06</u>	<u>2005-06</u> 2 nd semester	<u>2006-07</u>	<u>2006-07</u> 2 nd semester	<u>2007-08</u>
LEVEL I	\$9.89	\$9.94	\$10.04	\$10.09	\$10.24
LEVEL II	\$10.33	\$10.38	\$10.49	\$10.54	\$10.70
LEVEL III	\$10.56	\$10.61	\$10.72	\$10.77	\$10.93
LEVEL IV	\$11.56	\$11.61	\$11.72	\$11.77	\$11.93

LONGEVITY:

- Based on anniversary date of employment in a permanent position.

- Years of service will be paid according to the following schedule:

<u>LEVEL</u>	<u>6 YEARS</u>	<u>16 YEARS</u>	<u>20 + YEARS</u>
I	.04	.08	.10
II and III	.05	.09	.11
IV	.06	.10	.12

ARTICLE XIV BULLETIN BOARDS

SECTION A: USAGE

Bulletin boards will be provided for the use of the employees. Bulletin boards will be used for the posting of notices of bona fide employee activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.

ARTICLE XV PAYROLL DEDUCTIONS

It shall be the policy of the Employer to honor reasonable requests for continuing deductions from the payroll to be paid to a third party.

ARTICLE XVI CLEAN UP TIME

A reasonable length of time shall be granted all employees to clean up before the end of the work day.

ARTICLE XVII ISSUING OF PAYCHECKS

During the regular school year, the Employer will issue paychecks to the employees by the end of the workday on Friday of every other week.

All Food Service Employees shall have the option of taking their pay in twenty-six (26) installments. All overtime shall be in the first paycheck of each month, when the employee has earned overtime. This decision is irrevocable for one year.

ARTICLE XVIII DISCIPLINE AND DISCHARGE

SECTION A: DISCIPLINARY ACTION

1. When the Employer feels disciplinary action is warranted, such action will be initiated as soon as possible after the date of the occurrence of the condition giving rise to the action.
2. Dismissal, suspension, and any other disciplinary action taken against an employee will be reasonable and nondiscriminatory. Such action will not be arbitrary and/or capricious and for just cause.
3. No material regarding an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material.

4. The employee shall have the right to answer any material placed in the file and the answer shall be attached to the file copy.
5. Any disciplinary letters taken out of an employee's file will not be used for future disciplinary action.

SECTION C: PROBATIONARY EMPLOYEES

During the probationary period, newly hired employees may be discharged at will without recourse to the grievance procedure.

SECTION D: WRITTEN DISCHARGE

A written copy of the discharge of any employee shall be furnished to the employee, the Steward, and the Local Union.

ARTICLE XIX JOB OPPORTUNITIES

SECTION A: POSTINGS

All job openings covered by this Agreement shall be posted on the bulletin board for ten (10) working days during which time all bargaining unit employees shall have the right to apply. Job openings created by the promotion or transfer of current employees should be posted for five (5) working days.

SECTION B: FILLING VACANCIES

In the case of competing job bids, the most qualified employee in the sole opinion of the Employer should be selected. In the event that two or more competing job bids are equally qualified, the most senior shall prevail.

SECTION C: TRIAL PERIOD

If a current employee is hired to fill a vacant position, he/she shall have a trial period. During the first ten (10) actual days worked of the trial period the employee may choose to return to his/her previous position. The employer will have forty-five (45) actual days worked to determine if the employee can satisfactorily perform the duties of the new position. After a minimum of ten (10) days but not longer than forty-five (45) actual days worked the employer may transfer the employee to their former position. Prior to transferring the employee to their former position the employer will meet with the employee and inform the employee of the duties that are not being performed satisfactorily. The employee will have five (5) days to correct the unsatisfactory performance. The trial period may be extended by up to ten (10) days if this meeting is held in the last five (5) days of the trial period.

SECTION D: TRANSFERS

The Employer shall have the right to transfer employees provided a 24-hour notice is given. When ever possible a meeting will be held with the parties involved prior to the transfer. When an employee works temporarily in a higher classification, the employee shall be paid at the higher classification rate. For such employees, the higher pay shall be paid from the first day of transfer.

**ARTICLE XX
NO STRIKE PLEDGE**

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slowdown, or stoppage or work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal. The Board of Arbitration is limited to determining only the issue of whether or not any employee or employees activity violated the provisions of this Article. The penalty assessed by the Employer is not subject to the Board of Arbitration's determination.

State law takes precedent.

**ARTICLE XXI
WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, even though such subjects or matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXII
EFFECT OF LEGISLATION**

SECTION A: COMPLIANCE OF LAW

If any law or existing or hereafter enacted, or any proclamation, regulation, or edict of any State or National Agency shall invalidate any portion of the Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiations the invalidated position.

It is understood and agreed that both parties shall comply with all state and federal laws during the duration of this contract. It is also understood that certain contractual allowances may be made in order to accommodate federal and state legislation.

**ARTICLE XXIII
BREAKS AND LUNCH**

Any employee working four (4) hours or more to per day will receive a fifteen minute break as scheduled by the Food Service Coordinator. No additional minutes will be added to the daily hours worked to accommodate this break.

**ARTICLE XXIV
SCHOOL CLOSINGS**

When school is canceled because of adverse weather, Acts of God or other emergency conditions, cafeteria personnel need not report. Employees will be compensated for these days with the following procedure:

Employees will be paid for the first two (2) days. Employees who have sick days available may use up to two (2) sick days when school is cancelled due to weather conditions beyond the first two (2) days. If other school days are canceled the employee will not be compensated unless the days are made up.

**ARTICLE XXV
SUB-CONTRACTING**

**ARTICLE XXVI
HEALTH AND SAFETY**

State regulations and standards prevail.

**ARTICLE XXVII
NEW JOB**

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job which shall be considered temporary for a period of 30 days following the date of notification to the Union. During this period the Union may request in writing, a meeting with the Board's representative to review the classification rate. When the classification rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job, unless otherwise agreed to. If no written request is filed and no agreement is reached on the rate within 30 days from the date of the request, the Union may file a written grievance at Step One of the Grievance Procedure within ten (10) days following expiration of said 30 day period.

ARTICLE XXVIII
DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be effective as of July 01, 2005, and language shall continue in effect until the 30th day of June, 2008.

Local 517M, Service Employees,
International Union, AFL-CIO
CLC, Cafeteria Group,
Birch Run, Michigan 48415

Birch Run Board of Education
Birch Run Area Schools
Birch Run, MI 48415

By: Jicki C. Nagelsky
Chief Negotiator

By: R. Omen
President

By: Jami Carlson
Local Representative

By: Beth Helmy
Secretary

By: Sharon Loll
Local Representative

By: Wayne D. Waj
Chief Negotiator

Date: August 12, 2005

Date: August 12, 2005