

Traverse City

Food Service Employees ASSOCIATION

Master Agreement

July 1, 2012

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June 30, 2014



TCAPS
Traverse City Area Public Schools

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AGREEMENT

Section 1

1.1 This Agreement is made and entered into this June 25, 2012 by and between the Board of Education of the Traverse City Area Public Schools, hereinafter called the “Employer”, and the Food Service Employees Association of said district, hereinafter called the “Association”.

RECOGNITION

Section 2

- 2.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, working hours, and conditions of employment for all employees of the Traverse City Area Public Schools Food Service Department; excluding the Executive Director of Operations, Director of Food Service, Food Service Coordinators, temporary help, Food Service Clerks, substitutes, and all other employees.
- 2.2 A supervisor shall be defined as any person who is charged with responsibility for selection, evaluation, or direction of personnel.

RESPONSIBILITIES OF MANAGEMENT

Section 3

- 3.1 The Board of Education is vested legally and exclusively with certain powers, duties, and responsibilities, which it may not, by any means, share with or delegate to any other body or organization. Among these powers, duties and responsibilities are, but not limited to:
- 3.2
- a. The executive management and administrative control of the school system and all aspects of the operation of its properties and facilities, and of the activities of its employees while on duty, flagrant off-duty violations, as well as the right to sub-contract such services.
 - b. The hiring and firing of employees and the determination of qualifications and conditions of employment, including training programs, standards of performance, assignments, promotions, transfers, discharge and discipline of personnel, and of the size, composition and structure of the working force.
 - c. The establishment of policies and procedures which determine the operation of the Food Services program and responsibilities of its personnel, and executive management and administrative control of the properties of the school district.
- 3.3 In establishing policies and procedures to carry out the above responsibilities, the Employer or its designated representative may consult with the employees involved.

CONDITIONS OF EMPLOYMENT

ASSIGNMENT AND TRANSFER

Section 4

- 4.1 The Director of Food Service or designee shall assign employees to buildings or equipment as openings occur. The employee may be assigned to another temporary work area when the workload demands.
- 4.2 An employee shall be able to request a transfer to a new position after his/her last placement. Additional transfer requests must be with the approval of the Employer. The Employer will first consider lateral transfers for employees in the same classification before other employees are considered for the vacancy. An employee who is placed through a lateral transfer will complete a thirty (30) day transition period. During this transition period, the employee or the Employer shall have the right to return the employee to the previously held position.
- 4.3 A position vacated due to a promotion or change in assignment will be posted as soon as the Employer believes the vacancy needs to be filled. The Association President may request of the Employer reasons why any bargaining unit position has not been posted, but has been filled with a temporary employee for more than thirty (30) days. The Employer will respond, in writing, within ten (10) workdays to the Association President.
- 4.4 Assignments will be made according to qualifications and seniority. The employee's qualifications will be examined and judged with those of other applicants as to skills, proven ability, personality, and general acceptability for the position to be filled. If two or more employees of equal qualifications are applying for the same position, seniority will be the deciding factor. All applicants will be notified in writing, if requested, of the decision and the reasons therefor.
- 4.5 All new employees shall serve a ninety (90) working day probationary period unless a shorter period is determined by the Director of Food Service or designee. Non-probationary employees transferred to a new classification shall serve a probationary period not to exceed sixty (60) working days unless a shorter period is determined by the Director of Food Service or designee. Employees transferred to a new classification shall be notified when their probationary period has been completed.
- 4.6 The Employer shall have the right to return an employee to his/her former classification if, in the opinion of the Employer, the employee's work is unsatisfactory in the new classification. The Employer shall consider the comments of the Kitchen Leader relative to an employee's work performance. In such cases, written notice of the unsatisfactory conditions will be given to the employee with a copy to the Association.

- 4.7 If an employee accepts a promotional opening through this procedure and then reverts to his/her former classification at his/her request, he/she will forfeit his/her right to bid on the same promotional opening for a period of one calendar year.
- 4.8 All job openings shall be posted seven (7) workdays prior to filling a vacancy.
- 4.9 The Employer will notify the Association and employee of changes in employee classification and/or when the number of hours posted to an employee changes.
- 4.10 An employee who transfers out of the bargaining unit (but remains employed by the Employer without interruption) and is rehired back into the bargaining unit within one (1) calendar year will be granted seniority when rehired as held at the time of the transfer out of the bargaining unit. During this transfer period, the employee will not accumulate seniority in the bargaining unit.

EMPLOYMENT TERMINATION

Section 5

- 5.1 An employee may be discharged for just cause, which shall include, by way of example and not limitation, any of the following:
 - a. Unsatisfactory work
 - b. Immoral or unlawful conduct
 - c. Neglect of duty
 - d. Poor health that creates the inability to perform the essential functions of the job with or without accommodation as determined by a physician.
 - e. Violation of policies, rules or procedures
- 5.2 The dismissal of an employee may be preceded by a written warning which shall contain a specific statement or statements of work defects, except in the case of immoral or unlawful conduct, the abuse of alcoholic beverages, or a health condition which seriously impairs his/her working ability when, at the discretion of the appropriate Director, the discharge may be effective immediately.
 - a. If an employee is to be disciplined for minor offenses, the following disciplinary procedure will be followed:
 - First offense.....Verbal warning
 - Second offenseWritten reprimand
 - Third offenseSuspension without pay
 - Fourth offenseTermination
 - b. At the end of a three-year period, from the date of discipline for minor offenses, an employee may petition the Director of Food Service or designee for removal of disciplinary action from the employee's personnel file. The decision for removal will be at the sole discretion of the Director of Food Service or designee.

- c. Major infractions, by way of illustration and not limitation, such as theft, reporting to work under the influence of drugs, narcotics, or alcohol, may subject an employee to discipline up to and including discharge without following the steps as listed above in “5.2.a.”
- d. At the discretion of the employee, s/he may choose to have or not have representation by the Association in disciplinary proceedings involving a written reprimand, suspension, or discharge. The employee will be responsible for requesting and contacting the Association for representation.

GRIEVANCE PROCEDURE

Section 6

- 6.1 A grievance is defined as an alleged violation of a specific section of this Agreement. If any such grievance arises, an employee of the Food Service Department shall have the right of presenting his/her grievance as an individual or by a representative committee of the Association in the following order:
- 6.2 Verbal Procedure: An employee with an alleged grievance shall discuss the matter with the Director of Food Service or designee within ten (10) weekdays from the occurrence of the alleged grievance. If requested by the employee, s/he shall have his/her Association representative present. If the complaint is not satisfactorily settled, it shall be advanced according to the written procedure within five (5) weekdays after meeting with the Director of Food Service or designee.
- 6.3 Written Procedure: Within five (5) weekdays from the meeting with the Director of Food Service or designee in the verbal procedure, the complaint shall be reduced to writing, reciting the particular section and paragraphs of the contract which are alleged to have been violated and signed by the employee or the Association and presented to the Director for Human Resources. The employee, the Association representative, and the Employer representatives shall arrange to discuss the grievance and the Employer representative shall answer said grievance in writing and return said answer to the grievant and to the Association representative within ten (10) weekdays after the grievance is first presented to him/her. If the grievance is not satisfactorily settled, it shall be advanced according to Subsection 6.4.
- 6.4 If the grievance is not satisfactorily resolved as stated in Subsection 6.3, it shall be sent to the Executive Director for Human Resources or his/her designated representative in writing. The answer of the Executive Director for Human Resources or designee shall be given in writing within ten (10) weekdays after receipt of said grievance.
- 6.5 No member of the Association shall initiate a grievance procedure after thirty (30) calendar days have elapsed since the alleged violation of this Agreement.

6.6 A “weekday” as defined in the grievance procedure shall be a weekday (Monday through Friday), excluding legal holidays and any other day school offices are closed.

REDUCTION IN PERSONNEL

Section 7

7.1 In the event the Employer finds it necessary to reduce the number of personnel due to declining enrollment, participation, financial or other reasons, it reserves the right to select the job classification, department, or school in which the reduction in personnel shall take place.

7.2 The Association shall be informed of the reason(s) for reduction in personnel.

7.3 Order of Reduction

- a. The number of personnel shall be reduced in the following order within the job classification and school selected by the Employer:
- (1) Probationary employees (new hires).
 - (2) Other employees according to their seniority status.

7.4 Order of Recall

- a. Personnel shall be recalled to work in the following order:
- (1) Employees holding seniority within the job classification and school in which the reduction took place according to their seniority status.
 - (2) Probationary employees (new hires).

7.5 Reduction Procedures

- a. The Employer will provide employees with fourteen (14) working days notice prior to any layoff.
- b. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at his/her last known address seven (7) days prior to the date of return to work.
- c. The employee shall report to work upon the date specified by the Employer, and failure to report on that date shall terminate his/her employment.

7.6 Other Conditions

- a. Any layoff under this article shall suspend for the duration of the layoff the Employer’s obligation to pay salary or fringe benefits under this Master Agreement.

- b. When an employee is unable to work because of a job-related injury for one school year or less, he/she shall be returned to his/her position, or to an equivalent position with full seniority, upon presentation of a doctor's certificate stating that he/she is capable of returning to work.
- c. In the event the Employer should find it necessary to reduce employees assigned to a given classification and building, that employee will have the right to exercise seniority within that classification and request reassignment to another location. In requesting reassignment, the employee would replace the person with the least amount of seniority in the school district in the classification, where the reduction is taking place. The person bumped may then bump a person with less seniority in a lower classification. The person bumped in the lower classification shall have the least amount of seniority in that classification. Director of Food Service or designee will give consideration to the number of hours the employees have.

SPECIAL ACTIVITY ASSIGNMENTS

Section 8

- 8.1 When kitchen facilities are utilized to prepare or serve meals for school activities, a Food Service employee will be asked to assist and/or supervise kitchen facilities. The presence of Food Service employees will be required when the kitchen or kitchen equipment is used. Food Service employees will not be required when meals are served in the cafeteria and the kitchen or kitchen equipment is not used (pot luck). Employees working events when the kitchen or kitchen equipment is used must be paid their regular hourly rate. Management agrees that the facilities must be cleaned up after use or a fee will be assessed to organization or school group.
- 8.2 When kitchen facilities are utilized for school-related activities (as noted in 8.1), extra work assignment priority shall first be offered to employees of the school in which the activity is scheduled to take place. Selection shall be made on the basis of seniority on a rotating basis.

ABSENCE FROM DUTY

PROBATIONARY EMPLOYEES

Section 9

- 9.1 Newly hired probationary employees will accumulate, but will not be eligible to use "Absent from Duty" benefits until they have successfully completed their ninety (90) working day probationary period unless a shorter period is determined by the Director of Food Service or designee.
- 9.2 The Employer will consider comments from the Kitchen Leader before changing an employee's probationary status.

SICK LEAVE

Section 10

- 10.1 An employee will earn the equivalent of one (1) sick leave day per month (maximum of twelve days per year), accumulative to a maximum of twelve hundred (1,200) hours to be used when the employee is absent from duty because of illness, injury or pregnancy-related disability. A day of sick leave will be equal to the regular daily hours assigned to an individual employee.
- 10.2 All sick leave will be computed (earned and used) on an hourly basis (based on an individual's regular workday). Employees may not use sick leave of less than one (1) hour and in increments of fifteen (15) minutes thereafter.
- 10.3 Once an employee has met the conditions of Subsection 9.1, s/he is eligible for the allotted number of sick leave hours.
- 10.4 If absence is due to injury on the job, sick leave benefits are effective as of the first day of injury.
- 10.5 It is the responsibility of each employee to complete a "Record of Absence" form upon return to work.
- 10.6 If employment is terminated after school starts and the employee has used sick leave days in excess of the number accumulated or actually earned, these unearned days shall be deducted from his/her final pay.
- 10.7 If an employee is absent due to illness for more than three (3) consecutive days, a doctor's certificate may be required for additional sick days.
- 10.8 In cases of apparent sick leave abuse, a doctor's certificate may be requested for absences less than three days.
- 10.9 An employee who becomes ill during summer vacation and cannot assume his/her duties at the beginning of the school year will be eligible for benefits under his/her accumulative sick leave, providing that a doctor's certificate stating the reason and estimated time of return is submitted to the Employer prior to the beginning of that school year.

SICK BANK RESERVE

Section 11

- 11.1 When employee's sick leave has been exhausted, an employee may be granted the equivalent of up to twenty (20) additional sick leave days as available and approved from the sick leave reserve.
- 11.2 The following guidelines will govern utilization of the sick leave reserve:
 - a. In order to be eligible to draw from the reserve, the bargaining unit member must be eligible for sick leave and must have contributed to the sick leave reserve.

- b. Each employee will be invited to contribute hours equivalent to one (1) of his/her accumulated sick leave days to the sick leave reserve. A consent form for the deduction will be sent to each employee. Additional hours shall be requested of employees only when the reserve is depleted to one hundred fifty (150) hours or less.
- c. The sick leave reserve shall be available only for major personal illnesses and injuries and not on a daily basis. A Certificate of Disability form from a licensed physician must accompany the request for use of the sick leave reserve. The request must be received in the Human Resources office prior to the effective date (if possible) of drawing from the sick leave reserve.
- d. An employee may not draw in excess of twenty (20) days from the sick leave reserve in any one (1) school year.
- e. An employee who has used the equivalent of twenty (20) sick leave days shall not draw additional hours from the sick leave bank in a subsequent year until such time as the employee has contributed the equivalent of at least one additional day to the sick leave reserve.
- f. An employee will not accrue sick leave while utilizing sick leave reserve.

11.3 In order to be eligible to draw from the sick leave reserve, the employee must present a doctor's certificate of injury or illness to the Human Resources office with the request to use the sick leave reserve.

11.4 The Association president will be provided a report on the donation and utilization of the sick leave reserve upon request.

ILLNESS IN IMMEDIATE FAMILY

Section 12

12.1 Absence without loss of salary shall be allowed each employee for illness in the immediate family as follows:

Six (6) days per year, not accumulative.

12.2 Immediate family is defined as husband, wife, child, parent, grandchild, current parent-in-law residing or not residing in the family household and a relative living and making his/her home in employee's household.

12.3 Such absences will be deducted from employee's sick leave, and it becomes the responsibility of the employee to complete a "Record of Absence" form upon return to work.

12.4 Upon receipt of a request from the employee, accompanied by a physician's recommendation or extenuating circumstances, up to three (3) additional family illness days may be granted by the Employer. Any additional days shall be subtracted from the employee's sick leave balance.

DEATH IN FAMILY

Section 13

- 13.1 Each employee shall be allowed up to six (6) days absence (non-accumulative) per year without loss of salary in case of the death of individuals described in Subsection 12.2. An employee working during the summer who experiences a death in the family shall also be entitled to receive this benefit.
- 13.2 Death in family is defined as husband, wife, parent, brother, sister, child, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and a relative living and making his/her home in employee's household.
- 13.3 An employee shall be allowed up to three (3) days with pay (from the six (6) day's absence allowed per year) as funeral leave for the death of a brother-in-law, sister-in-law, spouse's child, or the parent of the employee's current or former spouse.
- 13.4 Such absences shall not be deducted from sick leave, however, it is the responsibility of the employee to complete a "Record of Absence" form noting "Death in Family" as reason for absence upon return to work.
- 13.5 Upon receipt of a request from the employee, accompanied by a physician's recommendation or extenuating circumstances, additional days may be granted by the Employer. Any additional days shall be subtracted from the employee's sick leave balance.

PERSONAL LEAVE

Section 14

- 14.1 Absence will be granted during the school year without loss of salary for attending to affairs of a personal nature.
- 14.2 One day shall be allowed per year - not accumulative. This day shall not be granted for vacation or recreational activities, except with prior approval from the Director of Food Service. A personal leave day may not be used immediately before or after a holiday or vacation.
- 14.3 Not more than two (2) employees shall be allowed to take a business leave day on the same date (except that more than two (2) employees may be allowed to take a business leave day on the same date in an emergency and/or unusual circumstance after a review on a case-by-case basis, assuming an appropriate substitute is available, and at the sole discretion of the Employer).
- 14.4 An employee shall make application for a business leave day in writing in advance, except in cases of emergency, when the written application must be submitted on return.

- 14.5 At the end of the school year, any unused day will be added to the employee's accumulated sick leave.
- 14.6 If school is canceled and employees are not paid for a workday, employees on business leave will not be charged or paid for the business leave day.
- 14.7 Employees who apply for and are granted a business leave and circumstances change the necessity for taking the business leave shall notify the Director of Food Service or designee immediately of his/her change in plans.

LEAVE OF ABSENCE

Section 15

15.1 Medical

- a. A leave of absence (up to one full school year) may be granted by the Employer for medical reasons.
- b. The necessity for the leave of absence shall be substantiated by a physician's statement.
- c. The leave shall be granted without salary or other economic benefits if previous sick leave has been used up.
- d. In accordance with the provisions of the Family and Medical Leave Act, employees shall be eligible for up to twelve (12) weeks unpaid leave for the purpose of their own illness, or the serious illness of a spouse, child, or parent. During this unpaid FMLA leave, the employer shall continue to provide its share of the group health benefits in accordance with the Act.
- e. The Director of Food Service or designee will notify the employee if s/he will be returned to the same position if the medical leave is in excess twelve (12) weeks. If the same position is not available (it has been posted and assigned to another employee), the employee will be reassigned as noted in the recall language contained in Section 7.

15.2 Other

- a. A leave of absence, not to exceed a total of four (4) weeks for the school year may be granted at the discretion of the Employer.
- b. The leave shall be granted without salary or other economic benefits.

- c. Prior to the approval of the leave, a replacement, qualified and acceptable to the Director of Food Service or designee, shall be known to be available.
- d. An employee returning from a short-term leave (four weeks or less) shall be returned to the same position.

ATTENDANCE INCENTIVE

Section 16

- 16.1 A Food Service employee who has been employed for one full school year will receive a stipend in the amount of one (1) day's pay (based on the employee's "normal" workday) for perfect attendance (going without an absence due to illness or unpaid leave, including no dock days for the entire school year).
- 16.2 A Food Service employee who meets the conditions as outlined in 16.1 in a second, third, etc., consecutive year will be eligible to receive a stipend in the amount of one (1) additional day's pay (based on the employee's "normal" workday) for each additional consecutive year without an absence due to illness or unpaid leave (including dock days).

JURY DUTY

Section 17

- 17.1 If employees are summoned to jury duty, and serve, they will be paid their normal rate of pay less the amount received for jury duty service excluding the amount for travel or meal expenses.
- 17.2 Employee must furnish to the Business Office proof of service and compensation received, as well as file a "Record of Absence" form, the same as when sick, but noting that it was for "Jury Duty".
- 17.3 This time is not charged as a personal business day or sick leave.
- 17.4 The employee shall be absent from work only during the time s/he is involved in meeting jury duty responsibilities.

WORKERS' COMPENSATION

Section 18

- 18.1 Any employee, who is absent because of injury or disease compensable under the Michigan Workers' Compensation Law shall receive said benefits stipulated in the Act.
- 18.2 Employees shall not earn sick leave benefits during a compensable workers' compensation injury.

- 19.1 When school is cancelled due to inclement weather, a Food Service employee may choose to receive pay for the first two (2) inclement weather days. The first day will be paid for by the district and the second day charged back to the employee's personal sick time balance. If an employee has already reported to work when the school cancellation is announced to the media, the employee will be expected to leave and will receive pay for the actual hours worked with the balance of their time paid by the district or charged back to the employee's sick time balance up to a maximum of the employee's regularly scheduled daily hours.

- 19.2 When school is scheduled for only a half-day, and Food Service employees are required to report to work, such employees will be paid two (2) hour's pay if each of the following conditions are met.
 - a. The employee's normal work day is two (2) hours or more, and
 - b. The employee performs work on the half-day for a total of two (2) hours.

- 20.1 Employees scheduled to work thirty-two and one-half (32.5) hours or more per week, are eligible to enroll in the health care programs approved by the Board of Education and made available through payroll deduction.

- 20.2 Authorized deductions for health care insurance will be computed based on coverage selected by the employee. An equal amount will be deducted each pay period based on coverage being provided, but with deductions being made during the school year. If an employee is not eligible to receive a payroll check from which a deduction can be made, or the insurance premium increased during the summer months, it will be the responsibility of the employee to remit directly to the Human Resources Office the amount of his/her required deduction on the payroll date. Failure to timely remit will void eligibility in the school group, and will result in the employee's insurance being canceled. Employees must assume the responsibility of signing up to receive health care benefits. Employees must sign up for the insurance coverage during the open enrollment period each year as established by the carrier and Employer, except that new employees may sign up for health care insurance benefits within thirty (30) days of the completion of the probationary period.

- 20.3 Changes in coverage brought about by marriage, child birth, death, or any other change in the employee's family shall be brought to the immediate attention of the Human Resources Office for purposes of keeping insurance coverage current.

- 20.4 If an employee fails to notify the Human Resources Office when his/her family status changes, whereby it would change the type of contract (persons covered), the employee, because of his or her negligence, will assume the responsibility of repaying the Employer for any overpayments made on a policy in excess of what the employee is entitled to receive.
- 20.5 Health care benefits, for eligible employees, will become effective the first of the month following the month the employee becomes eligible for said benefits.
- 20.6 Eligibility of health care insurance is based on the acceptance of the written application by the insurance carrier.
- 20.7 Enrollment for health care insurance will only be accepted by the insurance companies during the month of September of each year; for new employees within thirty (30) days from the date of hire; or for employees with family status changes within thirty (30) days from the date of the event.
- 20.8 It is understood that the contract year for insurance coverage currently is October 1 through September 30.
- 20.9 The Employer shall pay a sum equivalent to 20% of the base salary per year toward the cost of the health care insurance program as selected by the individual employee.
- 20.10 To calculate the subsidy, the employee's hourly rate is multiplied by the projected number of hours to be worked during the school year plus the actual pay earned during the previous summer, twenty percent (20%) of the total amount is then applied against the total cost (12 months of premiums) and the difference (total employee co-pay) is divided by the number of benefit deduction payrolls in the school year (total per paycheck deduction for health insurance for the employee).
- 20.11 There will be an additional deduction in June to cover the summer premium increases. If the summer increases exceed \$200.00 per employee, employees may choose to pay the total amount due in one lump sum payment in June or choose to make three equal monthly installments in June, July and August. For 2012/13 and 2013/14, the employees' share of the summer premium increase will be paid by the district.
- 20.12 The district shall offer and pay for a \$5,000 life insurance policy for employees who are scheduled to work 20 or more hours per week. Employees may choose to purchase an additional \$5,000 life insurance at their own expense.

- 20.13 Employees who are assigned and work at least thirty-two and one half (32.5) hours or more per week may purchase, at their own expense, optional vision and dental insurance. Premium payments for optional insurance will be made by payroll deduction through a Section 125 plan. Optional dental and vision insurance coverage will be available with carrier and benefit levels mutually agreed by the Employer and Association.
- 20.14 Employees will pay for their share of the insurance and/or optional life insurance premiums through the district's Section 125 plan.

RETIREMENT PAY Section 21

- 21.1 To qualify for retirement pay, an employee must have been employed in the Traverse City Area Public Schools, or in schools hereafter becoming a part thereof, for a minimum of ten (10) consecutive years and be qualified for retirement and be eligible to begin drawing retirement within thirty (30) days of said retirement under the policy of the Michigan School Employees Retirement Fund System.
- 21.2 An employee qualifying for retirement pay shall receive as retirement pay, an amount equal to one-half (1/2) of the employee's regular daily base pay at retirement for each day of accumulated sick leave, but not to exceed a total of \$1,750.00 and an additional \$1,000 if the employee has had perfect attendance as defined in Section 16 during the 12 months prior to the employee's retirement date.
- 21.3 In case of the death of an employee, one-half (1/2) of the employee's regular daily base pay at death for each day of accumulated sick leave, not to exceed \$1,750.00 shall be paid to the employee's beneficiary and an additional \$1,000 if the employee has had perfect attendance as defined in Section 16 during the 12 months prior to the death of the employee.

WORK ATTIRE Section 22

- 22.1 Work attire shall be consistent with Food Service Department procedures. The Director of Food Service or designee shall provide new employees with copies of the Food Service Department Work Attire and Personal Grooming Policy.
- 22.2 Employees shall receive the following maximum allowance to be used only for the purchase of uniforms:

Kitchen Leader	\$ 65.00
B Cook	\$ 45.00
Cook's Assistants.....	\$ 45.00

Employees will be expected to provide receipts prior to payment of the uniform allowance.

22.3 Employees will be paid the clothing allowance amount based on the classification they are paid for at the time the clothing allowance is to be distributed.

MEDICAL EXAMINATION

Section 23

23.1 The employee shall satisfactorily pass a physical examination by a physician selected by the Employer if requested after a conditional offer of employment has been granted.

23.2 If the Employer requests an employee to undergo a medical examination, the Employer will pay for the cost of the examination.

MEALS AND BREAK

Section 24

24.1 Regularly assigned employees will be furnished lunch at no cost to the employee during the employee's fifteen-minute break.

24.2 Employees who are assigned and work fewer than four (4) hours daily will not be provided a paid lunch period.

24.3 Employees will receive one 15-minute break for each four (4) hours of employment.

24.4 Breaks will be at times as designated by the Supervisor.

WAGE SCHEDULE

Section 25

0% salary increase and freeze on steps for 2012/13 and 2013/14 with an off schedule payment to all FSEA employees based on the following schedule to be issued on the January 18, 2013 and January 3, 2014 paychecks.

25.1.a CLASSIFICATIONS

- I Kitchen Leader *
- II B Cook/B Cook/Lead Cashier
- III Cook's Assistant
- IV Cook's Assistant

Classification	Step	2012/13 and 2013/14	Employees' Daily Budgeted FSEA Hours	Off Schedule Payment
I	0	\$10.82	8 hours	\$450
I	1	\$11.45	7.0 - 7.9 hours	\$350
I	2	\$12.19	6.0 - 6.9 hours	\$250
I	3	\$12.94	5.0 - 5.9 hours	\$200
I	4-9	\$13.67	4.0 - 4.9 hours	\$150
	10-14	\$13.82	3.0 - 3.9 hours	\$100
	15-19	\$13.87	2.0 - 2.9 hours	\$100
	20+	\$13.92	< 2.0 hours	\$50
II	0	\$10.00		
II	1	\$10.65		
II	2	\$11.39		
II	3	\$12.14		
II	4-9	\$12.85		
	10-14	\$13.00		
	15-19	\$13.05		
	20+	\$13.10		
III	0	\$ 9.54		
III	1	\$10.19		
III	2	\$10.90		
III	3	\$11.59		
III	4-9	\$12.31		
	10-14	\$12.46		
	15-19	\$12.51		
	20+	\$12.56		
IV	4-9	\$12.73		
	10-14	\$12.88		
	15-19	\$12.93		
	20+	\$12.98		

* Kitchen leaders assigned to secondary buildings will receive an additional fifty-five (\$.55) cents per hour.

- b. Summer and supervisory work performed will be paid based on the employee's regular rate of pay. Non-supervisory work performed will be paid at the following rates:

2012/2013 and 2013/2014

- (1) \$9.52
- c. Employees who are temporarily assigned to work in a different classification will be paid the rate of pay of the new classification beginning on the eleventh (11th) consecutive workday in the new assignment and for each consecutive workday thereafter that the employee works in that same assignment.
- d. Probationary employees will start at \$.50 per hour less than the regular rate of pay.

25.2 PAY FOR NON-ATTENDANCE DAYS

Food Service employees shall be paid for seven (7) non-attendance days in the contract. The Employer, or its agents, shall inform the Food Service Employees Association of the seven (7) scheduled non-attendance days. The Board of Education will assume payment of the required Employer retirement obligation.

- a. Each employee who is granted an unpaid leave of absence for three (3) days or more shall lose one (1) paid non-attendance day (as per Subsection 26.3). An individual granted six (6) leave of absence days without pay will lose two (2) paid non-attendance days, an individual granted a nine (9) day leave of absence without pay will lose three (3) paid non-attendance days, etc.
- b. In order to receive pay for a non-attendance day, employees may not use a sick day the day before or the day after the non-attendance day, unless a doctor's note is provided to the Director of Food Service verifying the sick day absence.

25.3 The Employer may make corrections in an employee's pay when bona fide errors are discovered. In such cases an explanation of the error will accompany the pay adjustment.

25.4 An employee required by the Director of Food Service to attend a meeting outside of the regular workday shall receive pay for attendance at the meeting based on the regular hourly rate of pay.

NO STRIKE CLAUSE

Section 26

26.1 The Association and its members recognize that the cessation or interruption of their services is contrary to law and public policy. Therefore, the Employer and the Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and its members agree that during the term of this agreement, they will not authorize, instigate, participate in, encourage or support any strike or any other form of work cessation or interruption of services and pledge themselves to the purpose of ensuring continuation of the established educational program of the school district.

TERM OF AGREEMENT

Section 27

27.1 The provisions of this agreement shall become effective as of July 1, 2012 and shall continue in full force and effect until June 30, 2014.

27.2 In witness whereof, the parties have executed this agreement by their duly authorized representatives on this 25th day of June, 2012.

27.3 The parties will meet and confer on any other issues of concern as needed during the term of this agreement. Any agreement, which changes conditions, as outlined in this contract will be binding only if in writing and signed by both parties.

27.4 In accordance with the Public Employment Relations Act (PERA), an emergency manager appointed under local government and school district fiscal accountability act shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives for this purpose.

FOOD SERVICE
EMPLOYEES ASSOCIATION

TRAVERSE CITY AREA PUBLIC
SCHOOLS BOARD OF EDUCATION

By: *Rolayne M. Carlson*
President, FSEA

By: *Kelly M. Hall*
President

By: *Kathryn Pittenger*
Vice-President, FSEA

By: *[Signature]*
Superintendent

By: *Dr. Cindy Berch*
Chief Spokesperson

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