

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

WORKING REGULATIONS
FOR
FOOD SERVICE EMPLOYEES

EFFECTIVE DATE: JULY 1, 2009 – JUNE 30, 2012

“It is the school district’s policy not to discriminate on the basis of gender, religion, race, color, national origin, age, height, weight, marital status, disability or retaliation in education programs, activities or employment.”

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MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

WORKING REGULATIONS FOR FOOD SERVICE PERSONNEL

I. RECOGNITION

The Board of Education recognizes that these working regulations pertain to the food service personnel employed by the Menominee Area Public Schools.

II. BOARD'S RIGHTS

Nothing contained herein shall be considered to deny or restrict the Menominee Board of Education its rights, responsibilities, and authority, under the Michigan General School Laws or any other law or regulation. All rights, powers, and authority the board had prior to this agreement, are retained by the board.

III. FULL TIME EMPLOYEES

Full time employees are defined as Cooks, Bakers, Van Driver, and Kitchen Aides (with responsibility over their building), and other employees who average twenty-five(25) hours per week for the entire school year. As per the conditions of a letter of agreement originally signed in June of 1997, Bette McKenney has been grandfathered into the contract as a full time employee and will receive the benefits of full time employees regardless of the average number of hours worked per week.

Full time employees will be compensated for days and hours worked during a school year. When school is not in session for any reason, food service employees will not be paid unless they work, as determined by the supervisor. However, for the first three days, when school is closed because of inclement weather, those food service employees who are considered to be full time will be compensated. An employee who has already reported to his/her work assignment when inclement weather closes school shall be compensated for a minimum of two hours or actual time worked, whichever is greater. Such show up compensation shall not apply to full time employees already receiving compensation for the first three (3) days of inclement weather.

IV. SICK LEAVE/LTD

1. All full time employees absent from duty on account of their own personal illness, shall be paid their hourly salary for their regular assignment, not to exceed ten (10) days during any school year. Sick days shall accumulate at a rate of one day per month worked.
2. All unused sick days will be accumulated up to a maximum of one hundred (100) days.
3. At the beginning of each year a sick day pool shall be in place with a total of 20 days. Full time employees who have exhausted all sick days and other paid leave may apply to use days from this pool. The pool can only be used for serious long term illnesses or injuries of the employee and no single individual can use more than 10 days from the pool during a school year. A committee consisting of two food service employees, the superintendent, and one other supervisor or administrator designated by the superintendent will review each application for use of the sick day pool. In the event the committee cannot reach a decision, the superintendent shall render a final decision.

4. Once an employee has missed work because of an illness or injury for sixty (60) consecutive calendar days, then long-term disability kicks in.
5. The benefit for long-term disability will be 66 2/3% of the daily rate of pay until age 65, with a maximum payment of \$3,000 per month.
6. The Board of Education of the Menominee Area Public Schools reserves the right to require proof of personal injury or sickness by a doctor's certificate, when returning from sick leave.
7. An employee whose personal illness, as certified by a duly licensed physician, extends beyond the expiration of his/her paid sick leave, may be granted a leave of absence, without pay, by the Board of Education, for the duration of his/her illness, not to exceed one (1) year. Requests for such leave shall be made in writing to the Board of Education. The Board may require medical certification at the time that the employee is able to resume employment and/or when the leave is requested. An employee granted such unpaid leave, and shall not accrue retirement nor seniority during the period of such leave.
8. Full-time employees who use less than four (4) sick leave days in the period twelve months prior to the last day of June in each year of this agreement will receive one-hundred (\$100) on the first pay period thereafter. Part-time employees who work an average of more than 20 hours per week but less than 30 hours per week and who use less than four (4) sick leave days in the period twelve months prior to the last day of June in each year of this Agreement, will receive seventy (\$70.00) on the first pay period thereafter.
9. Only full time employees receive sick leave or LTD benefits.
10. Up to five (5) days of an employee's annual sick days may be used by the employee for the serious illness of his or her immediate family. Immediate family means the employee's own spouse, child, parents, parents-in-law or dependents. Serious illness means illness that requires the services of a physician. In the event of an emergency, arrangements may be made with the permission of the supervisor.

V. FUNERAL LEAVE

1. Any employee may be allowed up to three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave, for a death in the immediate family.
2. Immediate family is defined as follows: mother, father, mother-in-law, father-in-law, step-parents, brother, sister, brother-in-law, sister-in-law, wife, husband, son, daughter, son-in-law, daughter-in-law, grandparents, grandchildren, legal guardians, a member of the employees household or other family members as approved in advance by the Superintendent.
3. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

VI. PERSONAL LEAVE

1. All full-time food services employees shall be entitled to two (2) personal days; and all part-time food service employees shall be entitled to one (1) personal day. The Food Services Supervisor shall determine, by previous arrangement, the validity of this leave.
2. Personal leave may be requested for any reason. All requests shall be made in writing through the employee's supervisor at least one (1) week in advance. Approval/Denial of all requests shall be determined within three (3) working days of receipt of the request and are contingent upon the availability of coverage. In the case of an emergency, the supervisor may waive the time limit.
3. It is understood that it is not the intent of personal leave to extend a vacation, holiday, weekend, or sick leave. The supervisor has the right to deny personal days if it will disrupt the normal operation of the department in question.
4. Personal days not used in the previous year may be accumulated to a maximum of four (4). No food service worker may have more than four (4) personal days in a given school year.

VII. UNPAID LEAVE

1. As with all other leave requests unpaid leaves are approved contingent upon the availability of coverage.
2. Unpaid leave requests should follow the same procedures as requests for personal leave.
3. Unpaid leave requests should only be made when all other avenues of leave have been exhausted. Unpaid leave requests should not be used to replace other avenues of leave, nor should they be used to circumvent a denied leave request.

VIII. JURY DUTY

Any employee who serves on a jury will be paid the difference between his/her pay for jury duty and his/her regular pay.

IX. SENIORITY

"As of July 1, 2009, members of this unit will have their seniority determined by their original date of hire in the unit, as determined by action of the Board of Education."

X. PROBATIONARY EMPLOYEES

New employees shall be considered as probationary employees for the first ninety (90) days of their employment. The probationary period shall be accumulated within not more than nine (9) working months. When an employee has finished the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the first day of work. There shall be no seniority among probationary employees; probationary employees may be discharged with or without cause or notice.

XI. LEAVES OF ABSENCE

1. Leaves of absence without compensation may be granted by the supervisor for up to one (1) year without loss of seniority for:
 - a. Serving any elected or appointed position.

- b. Those conditions as determined in the Federal Family Leave Act.
 - c. Illness leave whether physical or mental.
 - d. Prolonged illness in the immediate family.
 - e. Educational leave.
2. A request for a leave of absence must be in writing and indicate the reason for the leave. Employees will be re-employed following the leave, provided an appropriate position is available except as required by FMLA after 12 weeks of leave.
 3. Short-term (day-by-day), unpaid leaves of absence may be granted at the discretion of the supervisor provided they do not interfere with the smooth operation of the food service program.
 4. An employee who is pregnant may be granted maternity leave in accordance with the Family Leave Act. An employee on maternity leave may use their available sick leave up to a maximum of six weeks (30 days). However, the sick day pool may not be used for this purpose. This leave will be granted in accordance with written instructions from the employees physician.

XII. OVERTIME

1. Overtime hours shall be divided as equally as possible among employees in the same classification. Any employee shall have the right to refuse to work overtime, but such refusal shall be charged against the employees equalization. Any refusal of overtime shall be initialed by the supervisor and the employee.
2. Time and a half will be paid for all hours worked beyond eight (8) hours per day or forty (40) hours a week.
3. Double time will be paid on Sunday's for all hours worked beyond forty (40) hours per week.

XIII. REDUCTION IN PERSONNEL

In the event of a reduction in the number of employees to be employed by the board, the following procedure shall be followed:

1. Probationary employees shall be laid off first.
2. The order of reduction among regular employees shall be according to seniority, classification and competency to do the work.
3. Seniority ties shall be broken by a drawing conducted by the employees.
4. The order of recall shall be in accordance with the criteria listed in 2" above. Employees shall be entitled to recall and retain their seniority rights for the length of their seniority or two (2) years, whichever is less.
5. Employees on layoff, shall be recalled to work by certified mail, return receipt requested, to their last known address on file in the school district's office. If the employee does not notify the district in writing, by certified mail, return receipt requested, such offer of recall,

then the employee shall have no further rights of reinstatement. It is the employee's responsibility to keep the district informed of his/her current address.

XIV. COMPLAINTS BY EMPLOYEES

When differences or complaints arise between the employer and any employee, or group of employees, the following procedure must be used within three (3) working days of any occurrence.

1. The employee shall discuss the complaint or problem with the Food Service Director.
2. If the problem or complaint is not satisfactorily resolved, or if no decision has been reached within ten (10) work days after the discussion, the employee shall submit the complaint in writing, within three (3) work days to the Superintendent or his/her designee. The employee and the Superintendent shall meet and attempt to satisfactorily resolve the complaint. The Superintendent shall respond in writing, within ten (10) working days after the above referenced meeting, to the employee who made the complaint. Decisions reached by the Superintendent shall be binding on all parties involved.

XV. HOLIDAYS

All full-time employees will be paid for seven (7) holidays at straight time, at their regular daily rate. The seven holidays are Christmas Day, New Year's Day, two other Christmas holidays, Easter Monday, Memorial Day and Thanksgiving Day. Christmas Day and New Year's Day will be paid holidays even if they fall on a weekend.

XVI. UNIFORMS

The Board of Education will pay seventy dollars (\$70) per year toward the cost of one uniform purchased for full-time employees during the length of this contract. Receipts must be presented for payment.

XVII. SEVERANCE PAY

An employee who retires after 10 years of active service to the school district shall be eligible to receive fifty (50) dollars for each full year of active service to the district.

XVI. ANNUAL LONGEVITY

An annual longevity payment will be made to those employees defined in this contract as full time in accordance with the following conditions.

1. A full time employee is eligible for this payment upon working for the district for four (4) complete years. Therefore, they would receive their first longevity payment at the conclusion of their fifth year.
2. The employee must work the full year to be eligible for this benefit.
3. The amount of payment will be equal to one weeks (5 days), based on the average number of hours the employee worked per week during the current year. The maximum total payment to any single employee shall not exceed \$350.
4. The annual longevity payment will be made in the last check of the school year.

XVII. POSTING FOR VACANCIES

The district agrees to post all vacancies for positions covered in this agreement. Preference for employment will be given to current employees providing the current employee is clearly qualified to perform the job.

XVIII. ACTIVITY PASSES

Activity passes shall be issued annually to Food Services Personnel covered by this agreement. Passes are to be used only by the designated food services employee and his/her spouse.

XIX. INSURANCE

The Board agrees to establish a group plan insurance option available to food service employees who work a minimum of 25 hours per week and agree to the following conditions:

- a. all premiums will be 100% employee paid
- b. the group plan selected must be mutually agreed upon by the district employee groups comprising the insurance group. In the event a mutually agreed upon plan cannot be determined, the Board reserves the right to rescind its offer to establish a group plan.

XX. DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2009 through June 30, 2012. Termination date extended by mutual agreement. Wages and days worked to be determined annually by July 1.

BOARD RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other law or regulation. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement, are retained by the Board. The Board of Education reserves the right to determine the number of positions in accordance with the needs of the students, to determine the schedule that employees will work, to hire all employees and to promote, layoff, transfer, discipline or discharged all such employees in accordance with the existing law and this agreement.

FOR THE FOOD SERVICE GROUP

MENOMINEE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

By: _____
Representative

By: _____
Superintendent

Date: _____

Date: _____

APPENDIX A
2009-10

Appendix A To Food Service Guide
Wage Scale (Hourly)

<u>Year of Work</u>	<u>1st and 2nd Year</u>	<u>Over 2 Years</u>	<u>Over 4 Years</u>
Head Cook	\$12.90	\$13.91	\$15.04
Baker	12.90	13.91	15.04
Second Cook	12.80	13.63	14.52
Van Driver	12.83	13.66	14.58
Kitchen Aide	12.66	13.36	14.11
Kitchen Helper	9.90	10.37	10.84

Probationary 95% of Position

The district may give outside experience when hiring new employees. This outside experience will determine wages, but will not be a factor in determining seniority.

For the purpose of internal promotions, an employees previous experience as a Food Service Employee in the district will count.

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

FOOD SERVICE

Number of years of service in
Menominee through June 30, 2009

<u>Name</u>	<u>Hire Date</u>
Camps, Leanne	10-4-1985
McKenney, Bette	9-1-1987
Rosene, Joann	9-3-1991
Majkzak, Linda	9-5-1991
Schneider, Zoann	8-27-1992
Schacht, Cynthia	8-29-1995
Thomsen, Lynette	9-12-1995
Ames, Sally	8-25-1997
Noha, Joyce	12-15-1997
Kesti, Kristi	8-30-1999
Sieminski, Linda	5-15-2000
Johnson, Wendy	9-15-2000
Owens, Stacy	8-27-2001
Olson, Luise	11-16-2001
Delaski, Carol	8-23-2004