

MENOMINEE AREA PUBLIC SCHOOLS

MENOMINEE, MICHIGAN

**WORKING REGULATIONS FOR
FOOD SERVICE EMPLOYEES**

JULY 1, 2022 - JUNE 30, 2025

Menominee Area Public School District is an equal opportunity employer and will not discriminate on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, or handicap. Persons denied equal opportunity based on these conditions may file a complaint with High School Principal, Menominee Area Public Schools Compliance Coordinator at 906-863-9951 and/or The Michigan Civil Rights Commission, Lansing, Michigan.

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**MENOMINEE AREA PUBLIC SCHOOLS
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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 RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code 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 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 discharge all such employees in accordance with the existing law and this agreement.

III. FULL TIME AND PART-TIME EMPLOYEES

Full time employees for this contract are defined as those employees who average twenty-five (25) or more hours per week for the entire school year. Part-time employees are those employees who work an average of less than twenty-five (25) hours per week for the entire school year.

Full time employees and part-time employees will be compensated for days and hours worked during a school year. When school is not in session for any reason, foodservice employees will not be paid unless they work, as determined by the supervisor.

Emergency School Closings: Employees will not report on days when school is closed and pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. All employees will be paid for their scheduled hours the first five (5) days in which school is closed for emergency reasons. In the event of a delay or early release because of the above reasons, employees may work for pay if approved by the supervisor, or work the adjusted student day with no pay for the delay/release time. Emergency days reserved for half-day or full day cancellations only. If school is closed for additional days, employees will not be paid unless missed days are rescheduled. If missed days are rescheduled, employees shall report to work and be compensated for working their regular schedule.

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 time shall accumulate at a rate of eight (8) hours per month worked. Part-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 forty (40) hours during any school year. Sick time shall accumulate at the rate of four (4) hours per month worked with a maximum of 40 hours per school year.

2. All unused sick days will be accumulated up to a maximum of one hundred ten (110) days.
3. At the beginning of each year a sick day pool shall be in place with a total of 30 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 ten (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. If a full time employee has missed work because of an illness or injury for sixty (60) consecutive calendar days, the full time employee will be eligible to receive long term disability benefits..
5. The Board reserves the right to require proof of personal injury or sickness by a doctor's certificate, when returning from sick leave.
6. 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 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. 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.
7. Unused sick days will be accumulated to one hundred ten (110) days. An employee retiring from the district who has ten or more years of service with the district and qualifies for retirement with the Michigan Office of Retirement Services, will receive thirty dollars (\$30.00) for every unused sick leave day they have accumulated. Upon proof of retirement qualification being made to the Superintendent payment for the accumulated total of unused sick leave days will be made into a Special Pay Plan that is in compliance with IRS regulations regarding. Special Pay plans. Payout will be over a two year time span in accordance with the Special Pay plan payout option or one lump sum.
8. 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/partner, 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. All employees 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.

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, partner, son, daughter, son-in-law, daughter-in-law, grandparents, grandchildren, legal guardians, a member of the employee's household or other family members as approved in advance by the Superintendent.

Any employee selected to be a pallbearer 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 non-medical 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. Full-time employees' personal hours not used in the previous year may be accumulated to a maximum of four (4) days. No full-time worker may have more than four (4) personal days in a given school year. Part-time employees' personal day not used in the previous year may be accumulated to a maximum of two (2) days. No part-time worker may have more than two (2) 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

All employees who serve on a jury will be paid the difference between his/her pay for jury duty and his/her regular pay. Verification of jury duty will be required.

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.

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. LEAVE OF ABSENCE

1. Leave 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 Family and Medical Leave Act.
 - c. 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 on FMLA leave may use their available sick leave up to a maximum of six weeks (30 days). This leave will be granted in accordance with written instructions from the employee's 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 employee's equalization. Any refusal of overtime shall be initiated by the supervisor and the employee.
2. Employees that work beyond forty (40) hours per week will be paid time and a half.
3. Double time will be paid on Sunday's for all hours worked beyond forty (40) hours per week.

XIII. 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) workdays 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.

XIV. EVALUATION OF EMPLOYEES

All food service employees shall be evaluated a minimum of once every three (3) years. They shall have the opportunity to review each evaluation prior to it becoming a part of their personnel file. In the event that a food service employee disagrees with any portion of a completed evaluation, they may, within ten (10) working days of receipt, attach to said evaluation his/her own statement concerning the area of disagreement.

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 Eve, Christmas Day, New Year's Eve, New Year's Day, 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. If the district starts the school year prior to Labor Day and the employee is required to start prior to the Labor Day holiday, the employee shall be compensated for the holiday.

XVI. UNIFORMS

The District will pay seventy dollars (\$70) per year toward the cost of one uniform purchased for all 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.

XVIII. 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 five (5) complete years.
2. The employee must work the full year to be eligible for this benefit.
3. The amount of payment will be equal to one week (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.

XVIX. 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.

XX 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.

XXI. INSURANCE

Employees working an average of 30 hours per week may elect to receive single subscriber coverage for health insurance . The cost to the employee would be either the amount above the Single Hard Cap or the amount deemed affordable on an individual basis, calculated per the Affordable Care Act. 2-person or Full Family will be available, but at the employee's own expense.

EMERGENCY MANAGER - An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act. MCL 423.215 (7)

FOR THE FOOD SERVICE GROUP

MENOMINEE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

By: _____
Representative

By: _____
Superintendent

Date: _____

Date: _____

**APPENDIX A
2022 – 2025 School Year
Food Service**

Wage Scale (Hourly)

<u>Years of Experience</u>	<u>2022-2023</u>					
	0 – 2 Years	3 – 5 Years	6-10 Years	11-15 Years	16-20 Years	20+
Head Cook	\$15.00	\$15.71	\$16.72	\$17.72	\$18.72	\$19.90
Van Driver	\$14.17	\$15.01	\$16.20	\$17.20	\$18.20	\$19.20
Kitchen Aide	\$14.00	\$14.71	\$15.72	\$16.72	\$17.72	\$18.72

<u>Years of Experience</u>	<u>2023-2024</u>					
	0 – 2 Years	3 – 5 Years	6-10 Years	11-15 Years	16-20 Years	20+
Head Cook	\$15.50	\$16.21	\$17.22	\$18.22	\$19.22	\$20.22
Van Driver	\$14.67	\$15.51	\$16.70	\$17.70	\$18.70	\$19.70
Kitchen Aide	\$14.50	\$15.21	\$16.22	\$17.22	\$18.22	\$19.22

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 employee’s previous experience as a Food Service Employee in the district will count.

****Wages may be open for 2024-2025 year.**

MENOMINEE AREA PUBLIC SCHOOLS

**FOOD SERVICE
2023**

Number of years of service in

<u>Name</u>	<u>Hire Date</u>
Ames, Sally	08-25-1997
Kesti, Kristi	08-30-1999
Linsmeier, Shelly	10-14-2010
Cook, Lois	01-14-2016
Sullivan, Karla	10-17-2019
Radtke, Andrea	08-26-2021
L'Huillier, Emily	11-03-2021
Janquart, Renee	11-29-2021
Schuette, Wendy	08-29-2022
Butts, Tiffany	09-13-2022
Kacsor, Sheila	10-31-2022
Degutis, Susan	01-30-2023
Kesti, Stephanie	04-21-2023