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## **ALLEGAN PUBLIC SCHOOLS**

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## **FOOD SERVICE**

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### **EMPLOYEE**

# HANDBOOK

1997-98

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Michigan State University LABOR AND INDUSTRIAN RELATIONS CIERARS

#### **TABLE OF CONTENTS**

Time Cards – I	2
Payment of Wages/Hours Worked – II	2
Seniority – III	2
Grievance – IV	2
Dismissal – V	3
Notification of Absence – VI	5
Leave of Absence – VII	5
Holidays – VIII	5
Hospitalization Insurance – IX	5
Dental/Vision Insurance – X	6
Sick Leave – XI	7
Worker's Compensation – XII	7
Inclement Weather - XIII	8
Personal Business Leave - XIV	8
Other Remuneration - XV	9
Transfers, Job Openings, Lay-Off, and Recall – XVI	9
Annual Review – XVII	10
Salary Schedule - XVIII	10

#### FOREWORD

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This handbook is made available to you in an effort to keep you informed as to working conditions, employment expectations, salary schedules, fringe benefits, and numerous other items that may prove to be of benefit to you. If, in this Handbook, you do not find answers to questions you may have, please ask your immediate supervisor or contact the Superintendent.

It is hoped that your employment with Allegan Public Schools will be rewarding to you and to those with whom you work, and ultimately to the many young people the school is charged with educating. Your job with Allegan Public Schools is just one of many that add up to the total operation of our schools. We want you to know that we think you and your job are important and essential, and we hope that your duties will be performed with pride and with satisfaction.

The Allegan Public School District's Board of Education complies with all Federal laws and regulations prohibiting discrimination on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap.

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#### TIME CARDS – 1

- A. Hourly employees are required to report their time worked on a time card. Recording another employee's time card will be cause for immediate discharge for both the employee recording another's time card and the employee requesting or directing the false recording.
- B. Each employee will:
  - Fill in his/her card daily for each day worked during the two-week pay period. Each employee will
    record time in at arrival and record time out at the close of the day. Employees will record times out
    and in during their lunch break or during their normal workday only if they leave the building.

#### PAYMENT OF WAGES/HOURS WORKED – II

- A. Employees will be paid according to job classification and years of experience.
- **B.** It is expected that all hourly employees will work the hours they are scheduled or assigned to work unless given prior authorization to work different hours.
- C. Employees shall be paid every two weeks with the pay week running Sunday through Saturday. Pay day is one week after each two-week pay period, and pay day is on Friday.
- D. Hourly employees shall be paid for hours worked and for approved sick leave, holiday leave, and vacation time.
- E. Hourly employees will be paid time and one-half for authorized hours worked beyond 40 hours per week. Employees may not work hours beyond the normal day or work week without prior authorization. Paid sick leave, holiday leave, vacation leave, and days off due to inclement weather are not considered hours worked when computing overtime pay.
- F. No sick leave shall be used to increase an employee's work week (for overtime computation) to over forty (40) hours.

#### SENIORITY - III

- A. Seniority for purposes of salary, lay-off and transfer shall be defined as continuous length of service to the Employer as a food service employee within the Allegan Public Schools since any break in service. Absences during an approved leave shall not be considered a break in service. A break in service shall occur if an employee:
  - 1. Resigns or quits
  - 2. Is discharged
  - 3. Retires or is retired
  - 4. Takes an unauthorized leave of absence
  - 5. Fails to return from an authorized leave of absence or from lay-off on the agreed-upon date.
- B. The Employer agrees to maintain an up-to-date seniority list.

#### **GRIEVANCE - IV**

- A. A grievance is defined as a claim by an employee that there has been a violation, misinterpretation, or misapplication of the expressed terms of this handbook.
- **B.** The procedures for adjustment of grievance shall be as follows:
  - Step 1 An employee with a problem or grievance shall first discuss the matter with his/her immediate supervisor with the objective of settling it quickly and informally. It shall be the responsibility of the employee to indicate that the parties are in a grievance discussion.

Step 2 – In the event the grievance has not been satisfactorily settled, the matter shall be presented in writing to the employee's immediate supervisor within (10) work days from the date of occurrence. The written grievance shall include:

- a. Identification of the grievant.
- b. The facts upon which the grievance is based.
- c. The applicable portion of the handbook allegedly violated, misinterpreted or misapplied.
- d. The specific relief requested.
- e. The date and time of the alleged grievance.f. The date on which the grievance is being filed.
- g. The signature of the grievant.

Within five (5) work days from the receipt of the written grievance, the supervisor shall meet with the grievant. Within five (5) work days after this meeting, the supervisor shall state his/her decision in writing and forward a copy thereof to the grievant.

Step 3 - Within five (5) work days after receiving the decision in Step 2, the grievant may appeal the decision in writing to the Director of Administrative Services.

Within five (5) work days of the receipt of the written grievance appeal, the Director of Administrative Services shall have a conference with the grievant.

Within five (5) work days after the meeting, the Director of Administrative Services shall state his/her decision in writing, and furnish a copy thereof to the grievant.

Step 4 - Within ten (10) work days of receiving the decision in Step 3, the grievant may appeal the decision in writing to the Board of Education. Within ten (10) work days of the receipt of the written grievance appeal, the Board of Education shall conduct a hearing with the grievant. The Board of Education shall hear the grievance in dispute and shall render its decision in writing within ten (10) work days from the close of the hearing.

- If the parties are unable to reach a solution to a grievance at Step 4, the grievance may be submitted to arbitration C. through the Michigan Employment Relations Commission under the following conditions.
  - a. The party that chooses to submit the grievance to arbitration must notify MERC and the other party in writing within ten (10) work days from the date of the receipt of the written grievance hearing decision from the Step 4 grievance hearing.
  - b. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
  - c. The parties will select an arbitrator through the Michigan Employment Relations Commission.
  - d. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.
  - The arbitrator shall have no authority except to pass upon alleged violations of the expressed terms of e. this handbook. The arbitrator shall have no power to alter, add to, subtract, or vary the terms of this handbook. The arbitrator shall not have the authority to determine that any provision is unconstitutional or contrary to federal or state statute, it being expressly agreed that such determination shall be made by a court of competent jurisdiction.
  - The arbitrator shall render a written opinion within thirty (30) work days after the arbitration hearing. f.
  - All costs incurred with the preparation and presentation of each case shall be paid by the party incurring g. such costs. The expense of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
  - h. The fees and expenses for the arbitrator shall be paid at equal expense to the Employer and to the grievant.
  - Either party shall have the right within ten (10) work days from the date of the arbitrator's decision to i. apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and as to the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be binding.

The provisions of this section shall remain in full force and effect until such time as this handbook shall be superseded by a new handbook.

- Any time limit within the grievance procedure may be extended by written mutual agreement of the Employer and D. grievant.
- The grievance procedure shall not apply to: E.

- a. The discharge, discipline, or suspension of a probationary employee.
- b. Any provision of this handbook which contains an express exclusion from this procedure.
- F. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered in the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn, except at Step 4, the time constraints shall be in effect.
- G. All grievances, replies, and requests shall be in writing. The grievant shall be present in all meetings between the parties after Step 3 during the grievance procedure.
- **H.** All proceedings in the grievance procedure process shall be held on the Employer's premises (may exclude court proceedings).
- I. It is understood that if any grievant of the Employer files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, Michigan Employment Relations Commission, and/or a similar State or Federal agency, said charge shall not be subject to arbitration under this handbook. It is further understood that the Employer reserves the right to set aside the findings and conclusions of any arbitration award where the grievant files with the before-mentioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

#### DISMISSAL - V

A. Any employee who shall fail to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as follows:

B.

C.

D.

			-A. 711	
a.	Discussion of problem		1. 1.	
b.	Verbal warning	<ul> <li>14</li> </ul>	agent "	
с.	Written warning kept at building level	Teb:	1.2. 6. 9. 1	
d.	Written warning included in personnel file			
е.	Suspension without pay			
f.	Transfer to the position of the least senior employee			
g.	Dismissal			
8	) w	1 4 1 B		
Among the	reasons for dismissal are the following (not inclusive):	5 - 160 BC <sup>2</sup>		
U		PET CATTON		
1.	Unsatisfactory or incompetent work performance or neglect of duty.			
2.		2.5.617		
3.	Persistent violation of policies, regulations, and laws.			
4.	Insubordination.		3 B.	
5.	Chronic absenteeism or tardiness.			
		$= \left\{ x \in \mathcal{T}_{g_{1}} : \  g_{2} \in \mathcal{T}_{g_{1}} \right\}$	21 - 24 - 2	3
Violation of	the following rules will result in immediate discharge:			
		-112 - 11 AG		
1.	Unlawful possession of narcotics or controlled substance.			
2.	Unlawful possession of a firearm or other lethal weapon on school pro-	operty.		
3.	Unauthorized removal of school property from the premises, theft.	an garan an a	a o 1811 - 178	
4.	Willful destruction of school property.			
5.				
6.	Intoxication on duty. The consumption or possession of alcoholic be-			
	forbidden. Employees presenting themselves for work under the influ	ence of alcohol of	or with the odor o	f
	alcohol on their breath will be subject to immediate discharge.			
2401 AND A 1947 CONTRACT				21
Any employ	we whose employment is terminated for any reason other that for an ap		bsence forfeits all	1
17745	nts, privileges, and benefits.		W 2	
			1411	
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#### NOTIFICATION OF ABSENCE – VI

In all cases of absence, employees shall notify their immediate supervisor so that proper arrangements can be made to distribute the work load and/or arrangements can be made for a substitute. Notification of an absence shall be as soon as it is known, and shall be done no later than one hour before the employee's work day begins (school food service supervisor phone – 673-7002, extension 5517).

#### **LEAVE OF ABSENCE - VII**

Leave of absence may be granted on an individual basis at the discretion of the Administration without pay or benefits. Individuals who are on an approved leave of absence of one month or less will continue to receive normal insurance coverage.

#### HOLIDAYS - VIII

A. The following days are to be reimbursed as paid holidays:

July 4<sup>th</sup> (fifty-two week employees only) Labor Day Thanksgiving Friday after Thanksgiving Christmas Eve Day Christmas Day New Year's Eve Day New Year's Day Good Friday Memorial Day

- **B.** To be eligible for holiday pay, the employee must:
  - 1. Have been employed 30 calendar days prior to the holiday.
  - 2. Have worked the scheduled work day before and after the holiday, unless:
    - a. The holiday occurred during the employee's paid vacation period.
    - b. The employee was on an approved sick or funeral leave day.
  - 3. An employee will not receive holiday pay if the employee is on an approved leave of absence during, immediately before, or immediately after a holiday.
- C. An employee will not be charged with a day of vacation if the vacation day occurs on a paid holiday.
- D. If the holiday is observed during the week, no work shall be scheduled on that day except in an emergency.
- E. If the holiday is observed during the weekend, either Friday or Monday will be scheduled as the holiday.
- F. In the event it is necessary for an employee to work on any of the above holidays, the employee will receive a timeand-one-half hourly rate for all hours worked in addition to their holiday pay.

#### HOSPITALIZATION INSURANCE - IX

A. The Board will make available the following options from which an employee may select one:

**Option 1** – The Board will provide up to full-family hospitalization insurance, with the carrier named by the Board. Employees coverage by this option are required to pay 5% of the premium. (Option 1 is not available if such coverage would be substantially equivalent to or would duplicate the hospitalization insurance with which the employee is already covered, it being the intention of the Board to provide necessary insurance, but also the intention of the Board that no employee shall have double coverage which has no reasonable benefit to the insured). **Option 2** – Any employee who does not desire health insurance coverage may receive \$5.00 for every hour worked in a regularly scheduled day, not to exceed \$30.00 per month. The employee may choose to invest this cash benefit via payroll deduction.

- **B.** The benefits for either Option 1 or Option 2 will be paid by the Board of Education for employees who are employed by the school district eight (8) hours per day, forth (40) hours per week, and are "full school year" employees. "Full school year", for insurance purposes, includes regular eight-hour employees who are employed in a position that extends throughout a full nine-and-one-half month school year.
- C. Regular part-time employees (working throughout the school year but less than eight (8) hours per day) who select one of the above options will have their insurance premium benefit pro-rated. The employee's share of any required additional premium will be deducted from the employee's paycheck each month (or paid directly to the Business Office by the employee during summer periods when the employee is not working).
- **D.** Substitute employees or regular employees who are employed less than fifteen (15) hours per week will not be eligible for any of the above benefits.
- E. When an employee leaves the school system for any reason, his/her insurance will terminate on the last day of the month in which the employment was terminated.
- F. While the above benefits are available as outlined, individual employees must assume the responsibility of signing up to receive the benefits, as benefits are not automatic. Marriage, childbirth, death, or any other change in an employee's family status should be brought to the attention of the Business Office for purposes of keeping insurance coverage current. It is important that all employees review their benefits with the Business Office when accepting a position with Allegan Public Schools, when a change in the family occurs, when there is a job assignment change, or when there is a change in the hours worked weekly. It is a good practice to check your coverage at the beginning of each school year. If an employee does not sign up for insurance within one (1) month from the date of hire, the
  - employee must wait until the open enrollment period (presently between August 15<sup>th</sup> and September 15<sup>th</sup>) to sign up the insurance benefit.

#### **DENTAL/VISION INSURANCE – X**

- A. The Board will make available to each employee (and the employee's eligible dependents) dental care insurance equivalent to MESSA Delta Dental Plan D, Class I and II (80/80 co-pay) and vision insurance equivalent to MESSA VSPI.
- **B.** The Board will provide the above insurances without cost to eligible employees. The Board will name the specific insurance carrier for each insurance coverage.
- C. Employees who are eligible for dental/vision insurance will include all those employed as regular employees and who are assigned to work regularly at least five (5) hours per day. Employees who are employed fewer than five (5) hours per day as a regular employee are not eligible for dental/vision insurance benefits.
- **D.** Individual employees must assume the responsibility of signing up to receive dental/vision benefits, as such benefits are not automatic. Marriage, childbirth, death, or any other change in the employee's family should be brought to the immediate attention of the Business Office for purposes of keeping insurance coverage current. Employees must sign up for dental/vision insurance coverage during the first month of employment or during the open enrollment period each year, presently at the beginning of the school year.
- E. Dental/vision insurance benefits are subject to the following limitations and conditions: Spouse and/or dependent benefits shall not be paid if such benefits are already being received by a spouse employed by Allegan Public Schools.
- F. The Board's contribution for the above dental/vision insurance shall terminate at the end of the calendar month in , which the employee's employment terminates.

#### SICK LEAVE - XI

- A. Employees will earn as sick leave one of his/her normal working days for each full month worked, at his/her full daily rate of pay, for personal illness, or for serious illness of members of the employee's household. Household shall be defined as those household members making their permanent residence in the employee's home, and those who are dependents as defined by the Internal Revenue Service.
- **B. Funeral leave -** Maximum of five (5) days may be used as funeral leave with the 4<sup>th</sup> and 5<sup>th</sup> day deducted from accumulated sick leave for each death in the employee's family. Family, for funeral leave, shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, or grandchild.
- C. Employees will accumulate sick leave, or receive sick leave pay prorated according to the number of hours they are regularly employed.
- **D.** The unused portion of sick leave days not used in any school year shall be cumulative to no more than eight hundred and eighty (880) sick leave hours.
- E. No sick leave shall be used to increase an employee's work week to over forty (40) hours.
- **F.** Upon retirement from the Allegan Public Schools, the Board of Education will pay for an employee's accumulated sick time according to the following schedule. The first 100 hours of accumulated sick time will not be considered for payment. The Board will begin the payment schedule with the 101<sup>st</sup> hour of accumulated sick time at a rate of \$3.00 per hour. This rate will continue up to 250 hours of accumulated sick time. From 251 hours to 500 hours the rate will be \$3.50 per hour. At 501 hours to 750 hours the rate will be \$4.00 per hour and after 750 hours the rate will be \$4.50 per hour. Example: Employee X retires from the Allegan Public Schools with 380 hours of accumulated sick time. This employee can expect to receive a check for \$900.00 according to the Sick Leave Plan.

Calculation:	380 hours accumulated sick leave time
Less	100 hours (First 100 hours not considered for payment)
	280 hours the Board will pay
	250 x \$3.00 = \$750.00 (Total amount due at the \$3.00 rate)
plus	30 x \$3.50 = \$150.00 (Total amount due at the \$3.50 rate)
	280 hours = \$900.00 (Grand Total according to the Plan)

- **G.** The Employer shall grant family leave to employees in accordance with the Family and Medical Leave Act of 1993. It is understood and agreed that the Employer reserves all rights and powers granted to employers under that legislation and applicable regulations, and this handbook shall not be construed as limiting or restricting those rights.
- H. By action of the Administration, exceptions may be made for individual cases under unusual circumstances.

#### WORKER'S COMPENSATION – XII

- A. All employees shall be covered by Workers' Compensation insurance under Michigan Workers' Compensation Law. Any employee who is absent because of injury or disease compensable under the Michigan Workers' Compensation Law, shall not have his/her accumulated sick leave days reduced while receiving pay through Workers' Compensation.
- B. Employees who are receiving pay from Workers' Compensation for time off the job will not receive pay from Allegan Public Schools for the same period of time.
- C. Employees who are receiving Workers' Compensation payments have been granted total disability benefits shall not, during the same period, earn vacation leave time.
- D. Employees who are injured while at work must notify their supervisor as soon as possible and make a written report of the injury. The report must be turned in to the Central Office within twenty-four (24) hours.

#### **INCLEMENT WEATHER – XIII**

- A. When schools are closed by the Superintendent because of inclement weather or other unforeseen reasons, food service employees need not report for work. A paid deduction for such closing shall not be made provided said employee was scheduled to work and provided the school day is not rescheduled by state law.
- **B.** A food service employee will receive regular pay as indicated in A above if the food service employee has worked the regularly scheduled day both before and after the inclement weather day or days (unless the food service employee is on an approved sick or funeral leave day).
- C. On days when equipment failure, etc., forces closing of a school building, food service employees will report to work as scheduled unless otherwise directed by the Administration. If food service employees are directed not to report to work on such days, they will not receive pay. Those who are directed to report will receive pay for hours worked.

#### PERSONAL BUSINESS LEAVE - XIV

- A. Employees may be granted no more than two (2) days of their accumulated sick leave to be used as Personal Business Leave each year, without loss of pay, to transact non-social, non-recreational personal business, which is of an urgent nature and cannot reasonably be transacted at another time. A personal business day is not a vacation day. Arrangements for such leave must be made in writing 24 hours in advance (except in emergencies) with the employee's immediate supervisor. No Personal Business Leave day shall be taken on a work day immediately before or after a holiday or vacation period.
- B. Approved Business Leave days may be taken only when an employee has accumulated sick leave available, as all Personal Business Leave shall be deducted from an employee's accumulated sick leave. Personal Business Leave shall be deducted from an employee's accumulated sick leave. Personal Business Leave days are not cumulative from year to year.
- C. The following guidelines are examples of acceptable and non-acceptable reasons for a Personal Business Leave Day. The examples are not meant to be all-inclusive.

#### ACCEPTABLE

- 1. Legal, banking, and real estate matters involving the employee and the banker, lawyer, or broker.
- 2. Critical injury of a relative with whom the employee is close.
- 3. To attend the wedding of another member of the employee's immediate family or to attend a wedding in which the employee is a member of the wedding party.
- 4. Funeral of a close friend.
- 5. Other requests will be reviewed, and if granted, similar requests would be approved for all other non-teaching employees.

#### NON-ACCEPTABLE

- 1. Any form of recreation such as an extended holiday, vacation, hunting, fishing, travel, sporting events, reunions, picnics, birthdays, weddings, etc.
- 2. Housekeeping, shipping, preparation for social events or home improvement projects.
- 3. Job interviews and routine physical examinations.
- 4. Lottery drawings, political campaigns or events, participation in volunteer organizations or other events and activities where attendance is not required.
- 5. Transportation problems.
- 6. Note: While the above are unacceptable with pay, some of them may be acceptable without pay.

#### **OTHER REMUNERATION – XV**

A. Mileage -Employees required by the Employer to use his/her motor vehicle in school business will be reimbursed at the prevailing per mile school district rate provided that a mileage record is submitted to the Employer on a monthly basis and in accordance with procedures established by the Employer.

- B. Lunch An employee working in the Food Service area three (3) or more hours daily is authorized up to thirty (30) minutes for lunch. This is a paid lunch period.
- C. Uniforms All Food Service employees are to wear uniforms and/or smocks during their normal work day. The Food Service Program will reimburse all full-time employees up to the following annual amounts: Central Kitchen \$125.00; Satellite Kitchen \$85.00.
- D. Reimbursement Procedure The employee must present a paid vendor receipt to the Food Service Director for processing. The original proof of payment must be attached to an approved employee reimbursement form and forwarded, by the Food Service Director, to the Business Office for processing.
- E. Catering When employees participate in food preparation and/or services for functions, other than student breakfast and/or lunch, they will receive remuneration at one and one-half times their normal hourly rate of pay.

It is the responsibility of the Food Service Director to insure that all costs of these functions, including labor and benefits, are recouped by the district.

#### TRANSFERS, JOB OPENINGS, LAY-OFF, AND RECALL - XVI

- A. Employees who request a transfer from one building to another, from one job classification to another, or from one type of job to another, should notify the Business Office in writing. When job openings occur, the Employer will post the position within the district for five (5) days.
- **B.** The employer has the sole responsibility in decisions of transfer and assignment. In making transfer and job assignment decisions the Employer will give prime consideration to:
  - 1. Qualifications of the employee and qualifications needed in the position.
  - 2. Specific skills needed in the position.
  - 3. The employee's personality, the ability to work harmoniously with students, staff, and school district residents.

When the above are essentially equivalent among those employees interested in a position, the Employer will consider employee length of service to the school system in making a transfer or assignment.

- C. The Employer will use the same considerations as noted in "B" (above) in making decisions in regard to lay-off and recall.
- D. Employees will not be subject to recall if their lay-off is longer than twelve (12) months.

#### ANNUAL REVIEW - XVII

The contents of this handbook will be reviewed and updated annually.

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#### SALARY SCHEDULE – XVIII FOOD SERVICE EMPLOYEES 1997-98 (2.75%)

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	Beginning	After 60 days	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 10 Years	After 15 Years
Satellite Kitchen	\$7.82	\$8.07	\$8.55	\$9.09	\$9.63	\$9.91	\$10.21	\$10.88	\$11.42
Coordinator (MS)									
Cook	\$7.82	\$8.07	\$8.55	\$9.09	\$9.63	\$9.91	\$10.21	\$10.88	\$11.42
Central Kitchen	\$7.67	\$7.91	\$8.40	\$8.94	\$9.48	\$9.76	\$10.06	\$10.73	\$11.27
Attendant									
Satellite Kitchen	\$6.97	\$7.20	\$7.69	\$8.18	\$8.70	\$8.98	\$9.28	\$9.94	\$10.46
Attendant									
Driver	\$7.97	\$8.23	\$8.72	\$9.25	\$9.80	\$10.11	\$10.40	\$11.09	\$11.64

#### SALARY SCHEDULE FOOD SERVICE EMPLOYEES 1998-99 (2.5%)

	Beginning	After 60 Days	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 10 Years	After 15 Years
Satellite Kitchen	\$8.01	\$8.27	\$8.77	\$9.32	\$9.87	\$10.15	\$10.47	\$11.15	\$11.71
Coordinator (MS)									
Cook	\$8.01	\$8.27	\$8.77	\$9.32	\$9.87	\$10.15	\$10.47	\$11.15	\$11.71
Central Kitchen	\$7.86	\$8.11	\$8.61	\$9.16	\$9.72	\$10.01	\$10.31	\$11.00	\$11.55
Attendant									
Satellite Kitchen	\$7.14	\$7.38	\$7.88	\$8.38	\$8.92	\$9.21	\$9.51	\$10.19	\$10.72
Attendant									
Driver	\$8.17	\$8.44	\$8.94	\$9.49	\$10.05	\$10.36	\$10.66	\$11.36	\$11.93