

*Regulations - not a Contract
Cafeteria Employees
(not recorded)*

PUBLIC SCHOOLS OF THE CITY OF MUSKEGON

MUSKEGON, MICHIGAN

REGULATIONS GOVERNING CAFETERIA EMPLOYEES

July 1, 1982 - June 30, 198~~2~~³ - Economics

July 1, 1982 - June 30, 1985 - Language

*Muskegon Public Schools
349 W. Webster Ave.
Muskegon, MI. 49440*

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Muskegon Public Schools

INDEX

	<u>Pages</u>
Section 1 - Appointments	1
Section 2 - Classification of Positions & Salaries	1-3
Section 3 - Granted Days	3
Section 4 - Longevity	3
Section 5 - Hours of Work	3-4
Section 6 - Health Certificate	4
Section 7 - Change of Position	4
Section 8 - Promotions	4
Section 9 - Leave of Absence	5
Section 10 - Sick Leave	6-8
Section 11 - Other Leave	8-9
Section 12 - Injury to Employees	9-10
Section 13 - Absence of Employees	10
Section 14 - Retirement	10
Section 15 - Payroll Procedure	11
Section 16 - Dismissal or Change in Classification	11-12
Section 17 - Grievance Procedure	12
Section 18 - Notice to New Employees	12

REGULATIONS GOVERNING CAFETERIA EMPLOYEES
PUBLIC SCHOOLS OF THE CITY OF MUSKEGON

1. Appointments

- 1.1 All appointments and assignments to cafeteria positions shall be made through the office of the Personnel Manager. After assignment the cafeteria employees shall be directly responsible to the Business Assistant and shall, at the same time, work in cooperation with the principal of the building where assigned.
- 1.2 Each person employed shall be placed on probation for a period of sixty (60) days. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first day worked.
- 2.1 There shall be three classifications of position in school cafeterias:
 - (a) A person shall be appointed to serve as head of each of the individual cafeterias under the title of Cafeteria Manager. This position will require a person with skills in the arts of cooking and preparation of food for mass consumption, the ability to manage and direct others, to plan menus and to keep such financial records as may be necessary to provide for an accurate accounting.
 - (b) To help and assist the Manager of the cafeteria in all phases of the operation. The Assistant Manager will perform all the duties of manager in the absence of the Manager.
 - (c) Persons who are employed to assist in the cafeterias shall be given the title of Cook and shall work directly under the direction of the Manager.
- 2.2 Cafeteria salary schedule effective July 1, 1982. These salaries represent an 8.5 % increase for 1982-83.

Manager

<u>Year</u>	<u>1982-83</u>
1	\$ 5.807
2	\$ 5.965
3	\$ 6.155
4	\$ 6.313
5	\$ 6.518
6	\$ 6.625

Assistant Manager

1	\$ 5.256
2	\$ 5.432
3	\$ 5.589
4	\$ 5.794
5	\$ 5.950
6	\$ 6.075

Cook

1	\$ 3.968
2	\$ 4.186
3	\$ 4.342
4	\$ 4.531
5	\$ 4.689
6	\$ 4.800

It is recognized that many cafeteria cooks are employed on a part-time basis. To qualify for an increment an employee must have been employed for 150 calendar days prior to September 1 at not less than three (3) hours per day.

All changes in pay rates shall become effective with the beginning of the school year.

- 2.3 The Board of Education will provide \$2,500 term life insurance for cafeteria employees. Delta Dental \$11.51 per month.
- 2.4 The Board of Education shall provide Messa Super Med. I insurance coverage for Cafeteria employees and their eligible dependents. The Board shall contribute to the premium cost of such coverage a dollar amount computed as follows:

1981-82 Premium allowance + 85% + $\frac{1}{2}$ the difference between the 1982-83 Premium and 108.5% of the 1981-82 Premium allowance, but no more than 3.25% of the 1981-82 Premium rates= Total Board Contribution.

3. Granted Days

- 3.1 The following designated days shall be recognized as granted days to all regular cafeteria employees for the school years July 1, 1982 through June 30, 1985.

Labor Day	Christmas Day	MEA days - (2)
New Year's Day	Thanksgiving Day	Good Friday
Day following Thanksgiving		Hackley Day
Day before Christmas		Memorial Day

4. Longevity

- 4.1 Longevity pay is approved for all qualified cafeteria employees and is payable after completion of years of full time service as follows:

6 - 10 years of service	- \$50.00 per year
11 - 15 years of service	-\$100.00 per year
16 - years of service	-\$150.00 per year

5. Hours of Work

- 5.1 It is recognized that cafeteria employees may work varying schedules which will, for the most part, represent less than forty (40) hours per week. When additional hours are required for special events or dinners, cafeteria workers shall work such additional hours at one and one-half times regular rate for time over 40 hours.

When a cafeteria worker is called upon to work on a Saturday, one and one-half times his/her regular rate of pay will be paid for such service. Sunday work will be double time.

5.2 Cafeteria employees shall be required to work extra time for school-connected banquets and as a representative of the school when cafeteria facilities are rented to private groups.

6. Health Certificate

6.1 All cafeteria employees shall furnish at their own expense an annual tuberculosis test certificate, which is a prerequisite for a Food Handler's Permit available at the County Health Department. A new employee shall have a medical examination certificate completed by a doctor specified by the Food Service Director. The cost of this examination will be paid by Muskegon Public Schools.

7. Change of Position

7.1 Any employee changed from one employment classification to another shall receive the salary of the new classification at the time the change is made, except when such a change is for a temporary period.

7.2 Employees who are assigned to positions of higher classification for a period of more than two (2) weeks, shall be paid the wages of the higher classification after the two (2) weeks' period, provided that employees who have had the equivalent of two (2) weeks' training on any job shall receive the wage of the higher classification at the time they are assigned to such position.

8. Promotions

8.1 It shall be the policy of the Board of Education to make promotions from employees in the system whenever possible. Promotions shall be based upon seniority and qualification.

8.2 The grade or classification of an employee shall be recognized as a significant element in determining his/her qualification and promotions will be made in sequence from grade to grade whenever possible. Other qualities being equal, recognition shall be given to senior employees. It is recognized that each position demands various qualifications and under no condition shall an employee be placed in a position for which he/she is not qualified under the classification designated for such position.

9. Leave of Absence

9.1 Leave of absence may be granted for conditions of ill health or for other reasons approved by the Board of Education. No employee, however, shall be granted leave of absence to seek employment elsewhere. Seniority shall be retained during leave of absence. To be eligible for a leave of absence, an employee shall have served satisfactorily for a period of not less than four years.

9.2 A maternity leave shall be granted and taken by any employee pursuant to the provisions of paragraph 10.2 and to the extent required by applicable law.

The Administration may request a medical statement indicating the last day the employee is available to work and the expected date of return.

An employee shall be entitled, upon request, to a leave of absence for two (2) years without pay to commence at the end of her confinement, due to child birth, or at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption.

An employee who is granted a parental leave of absence pursuant to the Section above shall, after notifying the Personnel Manager of a desire to return to active employment, be assigned to the first available vacant position for which he or she is qualified.

9.3 To obtain a leave of absence, an employee must file a request in writing with the Personnel Manager stating the reason for the request in detail. Leave may be granted only upon approval of the Board of Education.

9.4 In general, an employee on leave shall be entitled to return to service in the first available opening for which he/she is qualified in the area of food service. The Personnel Manager shall be notified not less than 20 days prior to the time when employee wishes to return to work following a leave of absence.

10. Sick Leave

10.1 Definition of Terms for Purpose at Hand

"Immediate Family"	shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren and any person in lieu of parents.
"SchoolMonth"	shall be defined as consisting of 20 days exclusive of Saturdays, Sundays and legal holidays for schools, which shall fall within a school week, a school week to consist of Monday, Tuesday, Wednesday, Thursday and Friday.
"Per diem basis"	shall be the amount obtained by dividing the contractual salary by the number of days to be employed, as indicated in the contract.

10.2 Sick Leave (personal illness)

During the first year of employment, the qualified full time employee shall be allowed sick leave for personal illness at the rate of one (1) day per month of employment or major fraction thereof. Employees working fifteen (15) hours per week or more will be granted half benefits.

No sick leave may be used by a new employee before he/she has completed four (4) weeks of the assigned work.

Employees who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work, whichever occurs sooner.

After the first year of employment, there shall be an allowance of one (1) day per month up to the maximum of ten (10) days per year for ten (10) month employees and twelve (12) days per year for twelve (12) month employees.

Unused sick leave days may be accumulated to a limit of 200 days for all persons employed for ten (10) months per year and 240 days for persons employed for twelve (12) months per year.

Additional absences shall result in deduction on a per diem basis.

Deductions made for illness when the employee has not accumulated sick leave to cover the illness shall be repaid to the employee during the school year, if and when the sufficient days have been accumulated to cover such sick leave.

Any employee who is absent because of injury or disease in compliance with the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allotted amount and his/her regular salary for the duration of the illness limited to and deducted from any accumulated sick leave. Number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board.

The Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any employee whose personal illness extends beyond the period compensated under Section 10 shall be granted a leave of absence without pay for such time as is necessary for complete recovery (but not to exceed 24 months). Upon return from leave, an employee shall be assigned to the same position, if available, or, if possible, a substantially equivalent position.

The Board of Education contemplates that the use of sick leave will be on an ethical basis in keeping with the high standards of the school profession.

The employee shall, on the request of the Personnel Manager, present a doctor's certificate or other proof of illness or satisfactory recovery covering the period of absence.

10.3 Leave (illness in immediate family)

Absence of a reasonable length of time but not to exceed 5 days per school year caused by the critical illness of a member of the employee's own household or a member of the immediate family whose care is the direct responsibility of the employee and requiring the personal attention of the employee will be compensated by payment of the contractual salary.

Additional absence shall result in a deduction on a per diem basis.

No unused days in this Section may be accumulated.

Absence in this Section shall be counted as sick leave and deducted under regulations of Section 10.2.

10.4 Miscellaneous Provisions Regarding Absence

The principal shall certify to the legitimacy of a claim for compensation for absence covered by Sections 10.2 and 10.3 by entering on the payroll the dates and causes for such absence, provided the provisions covering absence due to personal illness, death in the family or death of a relative are complied with.

Employees who may have accumulated sick leave days under the provisions of Section 10.2, paragraph 5, and who terminate their employment with this school system, shall not be compensated by unused sick leave days and said unused sick leave days may not be carried forward in case of subsequent re-employment by this school system. However, cafeteria workers employed in this district continuously for at least ten (10) consecutive years shall, upon retirement, receive seven (\$7.00) dollars for each day of unused accumulated sick leave.

No employee shall absent himself or herself from regular duties for causes other than personal illness, illness in the immediate family requiring the personal attention of said employee, death in the immediate family or death of a relative, except with the prior permission of the principal. In questionable cases the principal will confer with the Personnel Manager. When, in the judgment of the principal or Personnel Manager, such absence contributed to the general interests of the school system, compensation may be paid on a full or partial basis.

Each principal shall cause to be kept an accurate record of all absence on the part of employees, indicating name, date and cause of absence.

11. Other Leave

11.1 Leave (death)

Absence of not more than 5 days per school year caused by deaths in the immediate family shall be compensated by payment of contractual salary.

Absence of not more than 3 days per school year for the death of an aunt, uncle, nephew, niece or first cousin shall be compensated by payment of contractual salary.

No remainder of leave days granted in the immediately preceding paragraph may be accredited or accumulated.

Out-of-state deaths may entail an extension of time in ratio to travel time. Such extension is at the discretion of the Personnel Manager.

Absence in this Section shall be counted as sick leave and shall be deducted under sick leave regulations.

- 11.2 Absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

Absence when an employee is called for jury service. (Pay the difference of jury pay and regular pay.)

Court appearance as a witness whenever an employee is subpoenaed to attend any proceeding. (Pay difference of court fee.)

Business leave days shall be allowed at the rate of two (2) days per year (July 1 to June 30) of on-the-job full time employment, non-accumulative, for all 39 to 52 week employees. The business leave allowance shall be pro-rated whenever actual on-the-job days are less than full time employment. Except for emergency circumstances, business leave shall be allowed only when the principal or other supervisory head has been notified of intended absence twenty-four (24) hours or more in advance. No business leave days shall be allowed during the first thirty (30) days of initial employment except for emergency approval by the Personnel Manager. Employees who have used two business leave days and terminate their employment at the end of six months or earlier shall have one day of business leave pay deducted from their final paycheck. Business leave days shall not be allowed immediately prior to or following a holiday or vacation or on a Friday preceding a Sunday or Monday holiday or on a Monday following a Friday or Saturday holiday or vacation. Business leave time may be taken in units of one-half day. Unused business leave days shall be added to the sick leave accumulation in units of one-half day.

12. Injury to Employees

- 12.1 Employees of the Board of Education who are injured in the course of employment are subject to provisions of the Workmen's Compensation Act, and after report of injury and investigation, payments of compensation shall be made in accordance with the Workmen's Compensation Act.

- 12.2 Consistent with or in addition to the requirements of the Compensation Act, employees shall do the following:
- a. Report immediately, and in any event within twelve hours, any accident or injury occurring on the premises or while engaged in services for the Board.
 - b. Such reports shall be made to the principal or immediate supervisor, who shall thereupon require the employee to make a written report which shall be forwarded to the Business Manager. In the event the principal or immediate supervisor is not available, the report shall be made directly to the office of the Business Manager.
 - c. Employees receiving compensation under provisions of the Workmen's Compensation Act, may receive payment of salary equal to the difference between the amount received under the Workmen's Compensation Act and the amount being received as salary at the time of the accident, provided that such salary shall not exceed the value of accumulated leave time and that time so allowed will be deducted from the sick leave accumulation.

13. Absence of Employees

- 13.1 No employee shall be absent from his/her assignment without prior approval from the Cafeteria Manager, except in cases of emergency, in which case the Cafeteria Manager shall be notified of absence as soon as possible.

If an employee is unable to report for work because of illness, the Manager shall be notified at least one hour before employee is to report for work.

- 13.2 Evidence indicating abuse of leave privileges or failure to report for work without notification to immediate superior will be considered just cause for dismissal.

14. Retirement

- 14.1 All employees who reach the age of 70 on or before July 1 of any year shall be retired on that date. The Board of Education reserves the right to require retirement prior to age 65 of any employee whose physical or mental health make it impossible for such person to meet the normal obligations of his regular assignment.

15. Payroll Procedure

15.1 Pay Periods: All employees shall be paid bi-weekly on the Friday following the payroll period in which work is performed.

15.2 Payroll withholding:

A. Taxes: Social Security, Federal and State Income Tax withholding will be made from each pay check, as required by law. It should be noted that if an employee was hired prior to July 1, 1976 and terminates his/her employment with the schools prior to the time when he/she is entitled to retirement benefits, he/she may apply for a refund to:

Michigan Public School Employees' Retirement Fund
Postal Substation "B"
Lansing, Michigan

B. Michigan Hospital Service and MESSA Insurance: When authorized by the employee, withholdings will be made for Blue Cross-Blue Shield insurance from the first paycheck in each month.

When authorized by the employee, withholdings will be made for Michigan Education Special Services Association (MESSA) insurance from the second paycheck in each month.

C. Credit Union: When authorized by the employee, withholdings will be made for payment to the Credit Union for purposes of investment, insurance, loan payments. Credit Union withholdings will be made from the second paycheck in each month. Applications for withholding must be made through the Credit Union office.

D. United Appeal: When authorized by the employee, withholdings will be made for United Appeal subscriptions. These withholdings will be made from the first paycheck in each of the eight (8) months from November to June.

16. Dismissal or Change in Classification

16.1 If, in the judgment of the principal and/or supervisory head, the employee is not performing his/her duties in a satisfactory manner due to physical reasons or otherwise, he/she shall be given a written notice of unsatisfactory performance and placed upon probation for a period of thirty (30) days. A copy of such notice shall be forwarded to the Personnel Manager. If, at the end of this probationary period, the employee's work is still unsatisfactory, he/she may be offered employment under a different classification and pay schedule, if such work is available, or be dismissed. Any change which involves a demotion or dismissal, shall be arrived at only after a conference of the employee's immediate superior and the Personnel Manager.

16.2 Whenever deterioration of health or of physical capacities of an employee give indication that welfare of the employee and/or the schools would be better served if the employee was transferred to a different position, the Personnel Manager shall be responsible for the reassignment of the employee, even though such position be of lesser classification and lower pay schedule.

17. Grievance Procedure

- 17.1 Any grievance which may arise is to be taken up by the employee with the principal of the building in which he/she is assigned.
- 17.2 If no agreement is reached within two (2) days, the grievance may be directed to the Personnel Manager either directly or through a committee of cafeteria employees.
- 17.3 If no agreement is reached within three (3) days, the grievance may be referred directly to the Superintendent of Schools.

18. Notice to New Employees

- 18.1 All new employees, or employees who change position, or who are changed in classification, shall be given a written notice designating classification, salary, hours and term of employment and other pertinent information.