

## Food Service Employees

Section 1. Unit Determination. This guideline applies to all Food Service Employees (including Cafeteria Monitors, unless noted otherwise) except Food Service Managers.

Section 2. Evaluation. Each Food Service Employee's performance will be evaluated by the building Food Service Manager. The evaluation will be signed and dated by the Food Service Employee. The evaluation, and the Food Service Employee's written response to the evaluation, will be placed in the Food Service Employee's personnel file.

Section 3. Work Year. The work year for Food Service Employees will coincide with the providing of food services. One day before and one day after the school year also may be assigned. On such extra assigned days, Food Service Employees will be paid for actual hours worked at their regular straight time hourly rate. Additionally, one day will be added for mandatory district training.

A Food Service Employee will not be paid for any day on which school(s) are required to close prior to the official starting time of the Food Service Employee's work day. If schools are required to close after the employee's official starting time, the Food Service Employee will be paid for the greater of actual hours worked or two (2) hours regular straight time. On student make-up days, Food Service Employees will be assigned their normal working hours if food services are to be provided on that day.

Section 4. Work Day. The normal work day, in terms of number of hours and starting and ending times, will be determined for each position on an annual basis by the Corporation Food Service Manager. Work days differing from the normal work day may be established by the building Food Service Manager with the consent of the Corporation Food Service Manager upon twenty-four (24) hours notice to the Food Service Employee. The twenty-four (24) hour notice requirement will not apply in an emergency situation.

Section 5. Extra Hours/Overtime. Food Service Employees requested to work extra hours either immediately prior to, or immediately after, the Food Service Employee's normal work day will be paid the Food Service Employee's regular straight time hourly rate for any additional hours up to eight (8) hours per day. One and one half times the regular straight time hourly rate will be paid for any hours over forty (40) hours in a single work week.

Special Event Pay: Food Service Employees requested to work special events will be paid at a rate of \$18.00 per hour.

Overtime and extra hours will be offered on a rotating basis to all Food Service Employees who can perform the required task working in the building where the overtime or extra hours need occurs. In assigning overtime or extra hours, the building Food Service Manager will not be required to leave messages and wait for a reply from a Food Service Employee who is not available to immediately accept the offer when the building Food Service Manager attempts to make the offer. The building Food Service Manager will maintain a log recording all attempts to offer Food Service Employees overtime or extra hour opportunities.

Section 6. Personal Illness Leave. A Food Service Employee with at least one year's service will be credited with ten (10) days new personal illness leave each fiscal year (July 1 - June 30). Unused personal illness leave will accumulate on a yearly basis to a total of ninety-eight (98) days. Personal illness leave may be used because of illness, disability, medical appointments or quarantine that substantially prevents the Food Service Employee from carrying out the Food Service Employee's duties. For Food Service Employees hired prior to January 1, 2006, unused personal illness days in excess of the maximum number of personal illness days will be credited to the Food Service Employee's Supplemental Retirement Account and will be unavailable for use for regular personal illness leave.

During the first year of employment, personal illness leave eligibility will be based on a rate of one (1) day per month up to a maximum of ten (10) days. During the first year of employment, a Food Service Employee may use personal illness leave as needed up to the Food Service Employee's maximum eligibility without loss of compensation.

Personal illness leave may be taken in one-half (1/2) day units. One day's pay will be the Food Service Employee's regular straight time hourly rate times the number of hours the Food Service Employee is regularly scheduled to work. Personal illness leave will not be paid where social security, state or any other insurance benefits are payable. Misuse of personal illness leave will result in disciplinary action.

Section 7. Family Illness Leave. If an employee's spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, stepbrother, stepsister, grandchild or another person living in the employee's household as a part of the family suffers from an illness and that illness calls for the employee to be absent from work, he/she will be permitted up to three (3) days off with pay per year. These days are non-accumulative from year to year (July 1-June 30). A Food Service Employee may elect to use ten (10) days of accumulative personal illness leave for family illness. Family illness leave may be taken in one-half (1/2) day units only if the Food Service Employee is regularly scheduled to work for (4) or more hours/day. One (1) day's pay will be the Food Service Employee's regular straight time hourly rate times the number of hours the Food Service Employee is regularly scheduled to work.

Section 8. Personal Leave. A Food Service Employee, with prior approval of the building Food Service Manager, will be allowed three (3) working days off per year (July 1 - June 30) with pay for personal leave. Personal leave days unused in any one school year (July 1 – June 30), may be carried over to the following school year, except that no more than a total of two (2) days may be accumulated from earlier school years to use as personal leave, so that the maximum total personal leave available in any one year (July 1-June 30) would be five (5) days. Personal leave may be taken in one-half (1/2) day units only if the Food Service Employee is regularly scheduled to work four (4) or more hours/day. One (1) day's pay will be the Food Service Employee's regular straight time hourly rate times the number of hours the Food Service Employee is regularly scheduled to work. Personal days must be used prior to requesting unpaid days. Personal leave may not be used on non-student attendance days. Personal leave may be used on eLearning days.

If an unused personal leave day cannot be carried over as a personal leave day, it will be added to the Food Service employee's accumulated personal illness leave days.

Section 9. Bereavement Leave. For the death of a spouse, child, step-child, parent, parent-in-law, step-parent, brother, sister, grandchild or a person living in the Food Service Employee's home as part of the family, a Food Service Employee will be allowed five (5) days off with pay per death. The five (5) days must be taken within two (2) calendar weeks of the day of death. Under special circumstances the two (2) calendar week window may be extended with approval of the Director of Human Resources.

For the death of a grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, a Food Service Employee will be allowed three (3) days off with pay per death. The three (3) days must be taken within one (1) calendar week of the day of death.

One (1) school day with pay per death, prior to, or the day of, a funeral will be allowed for members of the Food Service Employee's family.

One (1) day's pay will be the Food Service Employee's regular straight time hourly rate times the number of hours the Food Service Employee is regularly scheduled to work.

Section 10. Legal Leave. Each employee who is subpoenaed to appear in court on behalf of the EACS Corporation during any work day shall receive full compensation for the time absent from work. Legal leave only applies to scenarios in which employees are representing the EACS Corporation on official business.

Each Food Service Employee who is called to jury duty during any one work day, will receive the difference in pay for time lost and the amount received as jury pay. When a Food Service Employee is released from jury duty before the end of the Food Service Employee's work day, he/she must report to his/her work assignment for the remainder of the work day.

Section 11. Unpaid Leave Of Absence. The Board, where unusual circumstances warrant, may grant a Food Service Employee a leave of absence without pay upon written request and upon good cause being shown for a period not to exceed one (1) year. A Food Service Employee returning to work, after a Board-approved leave, will be returned to the Food Service Employee's former job, if such position exists. If the Food Service Employee's job no longer exists, the Food Service Employee will have the reassignment rights outlined in Section 20. An eligible Food Service Employee is not required to use the Food Service Employee's available paid leave in Family and Medical Leave Act (FMLA) leave situations.

Section 12. Time Off Without Pay. Each Food Service Employee's request for time off without pay will be considered on an individual basis according to the situation. Food Service Employees wishing to request time off without pay must do so in advance with a full explanation regarding the request. The Director of Human Resources shall approve/disapprove all requests for time off without pay. Time off without pay will not be approved after the absence.

The failure on the part of any Food Service Employee to comply with this regulation shall be considered an act of insubordination and appropriate disciplinary action(s) will be taken.

Section 13. Insurance. The Corporation will provide a plan of group insurance for Food Service Employees, hired prior to July 1, 2005, and their dependents. Food Service Employees hired on or after July 1, 2005, and are classified as full time in accordance with the Affordable Care Act, are eligible to participate in Corporation group health insurance programs listed below effective September 1, 2015. Food Service Employees eligible for participation in the Corporation group insurance plan may elect group life insurance coverage only. The plan for eligible Food Service Employees will consist of:

1. A Comprehensive Hospital/Medical Program.
2. A Vision Care Program.
3. A Prescription Program.
4. A Dental Insurance Program.
5. A Group Life Insurance Program.

The manner in which these benefits are provided, the benefits levels to be provided, and the deductible and co-pays to be charged, will be a matter of Corporation discretion.

For Food Service Employees hired prior to July 1, 2005, and are classified as full time in accordance with the Affordable Care Act, the Corporation will pay, beginning September 1, 2015, the same contribution level paid by the Corporation for Administrators Group Health Insurance for Employee only, Employee plus spouse, Employee plus child(ren), or Family coverage.

Employees in this unit hired on or after July 1, 2005 and are eligible to participate in East Allen County Schools group insurance programs, the maximum annual insurance contribution will be \$5,950.

For Food Service Employees hired prior to July 1, 2005, and who are regularly scheduled to work at least seventeen and one-half (17.5) hours per week, but less than full time, the Corporation will pay one-half of the amount for group health insurance listed in this Section.

Food Service Employees who are regularly scheduled to work less than seventeen and one-half (17.5) hours per week are not eligible to participate in any Corporation group health insurance plan regardless of date of hire.

The group life insurance program will provide the following benefits to active Food Service Employees:

1. \$10,000 life insurance through age sixty-nine (69);
2. \$6,500 life insurance commencing at age seventy (70) and continuing through age seventy-four (74);
3. \$4,500 life insurance commencing at age seventy-five (75) and continuing thereafter.

All Food Service Employees are eligible for group life insurance coverage regardless of the date of hire or hours worked. Food Service Employees eligible for group health insurance coverage may select life insurance coverage without selecting group health insurance coverage.

Continuation of health insurance coverage upon separation from Corporation employment will be governed by COBRA rules and regulations and state law requirements. Continuation of health insurance coverage after retirement, at any age, will require the retiree to pay the full cost of the selected coverage level. Those employees leaving employment, because of retirement, may remain part of the group plan by paying the full premium. However, coverage under the EACS plan will terminate on the last day of the month in which the member (retired employee or dependent spouse) becomes eligible for Medicare whether through age or disability. The spouse, and eligible dependents, may remain on the EACS plan until the spouse becomes eligible for Medicare. Continuation of life insurance after retirement will be at the retiree's cost and will be dependent upon the conversion policies of the group life insurance carriers.

Continuation of insurance coverage during a Board-approved unpaid leave, including a medical leave, will require the Food Service Employee to pay the full premium for the selected coverage level unless the leave is a FMLA leave. If the leave is a FMLA leave, then the FMLA rules and regulations will govern the Food Service Employee's obligation to pay insurance premiums.

Section 14. Public Employees' Retirement Fund Participation. Any Food Service Employee serving in a position requiring one thousand (1000) hours or more per year will become a member of the Public Employees' Retirement Fund (PERF) at the time of hire. Any Food Service Employee in a position requiring at least six hundred (600) hours but less than one thousand (1000) hours per year will have the option of becoming a member of PERF at the time of hire subject to all applicable PERF rules and regulations.

Effective January 1, 2019 for any Food Service Employee participating in PERF, the Board will contribute that percentage of gross salary designated by PERF as the "employee's share" and the Board will contribute that percentage of gross salary designated as the "employer's share" under the laws, rules and regulations governing PERF contributions.

Section 15. Supplemental Retirement/Severance Compensation. This benefit is available only to Food Service Employees last hired by the Corporation prior to January 1, 2006.

Any Food Service Employee who qualifies in accordance with one of the following:

1. Has a minimum of ten (10) years of service as a Corporation non-management and non-teaching employee, and who has attained at least age 62; or
2. Has a minimum of fifteen (15) years of service as a Corporation non-management and non-teaching employee, and who has attained at least age 50; or
3. Is eligible and has applied for retirement benefits under the Public Employee's Retirement Fund (at least 50 years of age and 15 years of creditable service in PERF),

will receive, at the time of severance, a lump sum severance payment equal to \$150 times the number of years of service within the Food Service unit contributed to a 403(b) post-separation account. In the event the last year prior to retirement is not a full work year, he/she will receive a prorated amount for that year.

Additionally, any such qualifying severed Food Service Employee (as specified in the preceding paragraph) will have added to his/her 403(b) account at the time of severance, an amount equal to the following:

1. The number of days in his/her Supplemental Retirement Account times two (2) hours based upon his/her present (at the time of retirement/severance) hourly rate, and

2. The number of days above seventy (70) in his/her sick leave accumulation including any unused sick days from his/her last year's allotment times two hours of pay based on his/her present (at the time of retirement/severance) hourly rate.

Any Food Service Employee with a minimum of fifteen (15) years of service as a Corporation non-management and non-teaching employee who severs regardless of age, because of physical reasons will be eligible at the time of severance for the 403(b) contribution provided for in this Section.

In the event of the death of a Food Service Employee who has at least fifteen (15) years of service as a Corporation non-management and non-teaching employee, the 403(b) contribution specified in this Section will be paid, at the earliest possible date, in the following order:

1. To the widow(er).
2. To dependents.
3. To the executor, administrator, or personal representative of the employee's estate, if an executor, administrator, or personal representative has been designated by the court.

A Food Service Employee will become ineligible for a 403(b) contribution specified in this Section if he/she is discharged for just cause.

Section 16. Worker's Compensation. In the event a Food Service Employee is drawing temporary total disability benefits under the Indiana Worker's Compensation statute, he/she will receive the difference in total amount between such temporary total disability benefits and the Food Service Employee's regular straight hourly rate times the number of hours the Food Service Employee is regularly scheduled for each day he/she receives such benefits up to a maximum of thirty (30) working days, and such amount will not cause the Food Service Employee's regularly accumulated sick leave to be reduced.

If the Food Service Employee continues beyond the aforementioned thirty (30) days to qualify for benefits under the Indiana Worker's Compensation statute, commencing with the thirty-first (31st) day, the Food Service Employee may elect to be compensated the difference between Worker's Compensation and the Food Service Employee's regular daily wage.

Payments made by the Corporation commencing with the thirty-first (31st) day will be charged against the Food Service Employee's accumulated sick leave on a basis of one-third (1/3) sick leave day until the Food Service Employee's accumulated sick leave

days will be exhausted. Such sick leave deduction will be rounded to the nearest half-day upon the return of the Food Service Employee to work. The Food Service Employee may elect not to receive sick leave pay from the Corporation, and as a result, such time will not be charged against the Food Service Employee's accumulated sick leave. After the first thirty (30) day period, the Corporation may request a second doctor's opinion.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the Food Service Employee's responsibilities will be allowed without a loss of pay or reduction of sick leave benefits for thirty (30) days after the Food Service Employee returns to work. After the thirty (30) day period, the Food Service may use his/her sick leave in full or half-day units for such physician required appointments for follow-up care relative to the work-related injury. The Corporation may require that the Food Service Employee provide verification of such physician required appointment for follow-up care.

Section 17. Compensation. The following hourly rates will be paid to Food Service Employees (effective January 1, 2018):

<u>Years of Service</u>	<u>2018 Hourly Rate</u>	<u>2019 Hourly Rate</u>
Start:	\$10.25	\$10.50
1	\$10.68	\$10.93
2	\$10.93	\$11.18
3	\$11.18	\$11.43
4	\$11.44	\$11.69
5	\$11.70	\$11.94
6	\$12.07	\$12.32
7	\$12.39	\$12.64
8	\$12.71	\$12.96
Cafeteria Monitors	\$10.00	\$10.25

Hourly rate advancements based on years of service will be made at the start of the first pay period following the Food Service Employee's completion of the years of service required for the advancement. "Years of service" will mean the number of years of work in the Corporation Food Service program.

Food Service Employees substituting for the building Food Service Manager, at the direction of the Corporation Food Service Manager, will receive an additional \$1.00/hour during a short term assignment. If a Food Service Employee substitutes for the building Food Service Manager for a minimum of ten (10) consecutive days, the Food Service Employee will then receive the beginning hourly rate of the building Food Service Manager during that assignment. No Food Service Employee will be required to substitute for a building Food Service Manager for more than twenty (20) working days without the Food Service Employee's consent.

Food Service Employees participating in the Food Service Manager Internship program will receive their normal pay rate during the training program. Time and a half will be paid according to Administrative Guideline 4212.5, Section 5. Mileage will be reimbursed upon the Corporation Food Service Manager's approval. Starting Food Service Manager pay will be paid if they are on a temporary Food Service Manager assignment for more than ten (10) consecutive days.

Section 18. Uniforms. (Excludes Cafeteria Monitors) Beginning July 1, 2013, each Food Service Employee will be given a stipend in the amount of one hundred twenty five dollars (\$125.00) for the cost of uniforms and shoes purchased by the Food Service Employee for corporation work. This stipend will be paid the first pay in October each year. Uniform stipends will be subject to applicable deductions and withholdings.

Stipends will be prorated for Food Service Employees hired after the first pay in October once they have completed their probationary period. A Food Service Employee hired before January 15<sup>th</sup> will receive 100% of the stipend. A Food Service Employee hired after January 15<sup>th</sup> will receive 50% of the stipend.

A Food Service Employee who leaves before the end of the school year must reimburse the uniform stipend as follows: Separation date after the first pay in October but before January 15<sup>th</sup> - 50% reimbursement will be deducted from the Food Service Employee's final paycheck.

Section 19. Filling Vacancies. (Excludes Cafeteria Monitors) Vacancies will be posted to the district for not less than five (5) working days by the Human Resources Department and will be filled, at the discretion of the building Food Service Manager, based on qualifications. If two (2) or more Food Service Employees are equally qualified, seniority will govern unless there are Food Service Employees on lay-off. If there are Food Service Employees on lay-off at the time the vacancy occurs, the vacancy will be offered to all Food Service Employees on the recall list, in order of Corporation Food Service seniority, who meet the minimum qualifications for the vacant position as outlined in the posting for the vacancy before the position is offered to an outside applicant.

The three (3) most senior Corporation Food Service Employees responding to the vacancy posting must be interviewed by the building Food Service Manager before an outside applicant is hired to fill the vacancy.

Section 20. Reduction in Force. (Excludes Cafeteria Monitors) In the event of a reduction in the work force within a building, Food Service Employees will be displaced in reverse order of building seniority.

Displaced Food Service Employees will be offered any vacant Food Service position in order of Corporation Food Service seniority.

If there are no vacant Food Service positions, at the time of the Food Service Employee's displacement, the displaced Food Service Employee may bump the least senior Food Service Employee in the Food Services unit working the same number of hours as the displaced Food Service Employee was working.

Displaced Food Service Employees not placed into a new position under the provisions of this Section will be placed on the Food Services unit recall list for a period of one (1) year. Food Service Employees on the recall list may respond to any posting. Food Service Employees on the recall list will be offered, in order of seniority, any vacant position. Food Service Employees on the recall list may reject, or waive, recall without losing their position on the recall list.

Section 21. Pay for Workshops. (Excludes Cafeteria Monitors) Upon written request of the Food Service Employee and written approval of the Board, a Food Service Employee may be granted approval to attend an appropriate workshop, with pay. The Food Service Employee's pay will be his/her applicable hourly rate multiplied by the number of hours of workshop attendance, excluding lunch and travel time. Any Food Service Employee who drives will receive the mileage allowance approved by the Board. Registration costs will be paid by the Corporation.

Each Food Service Employee will receive a minimum of twenty-eight (28) calendar days prior notification for any workshop and/or in-service when employee attendance is mandated by the Corporation.

A newly hired Food Service Employee is required to take a Sanitation Class within the first twenty-four (24) months after the employee's date of hire, provided that class is offered on an annual basis. All other Food Service Employees are required to take a Sanitation Course every four (4) to five (5) years and the refresher course offered will be reduced in class time. The fee for the class and hours in class will be paid by the Corporation.

Section 22. "Work-Related" Assault and Battery Income Protection. In the case of absence of a Food Service Employee due to a compensable injury under Worker's Compensation resulting from an assault or battery arising out of, and in the course of, the Food Service Employee's employment with the Corporation, the Food Service Employee will be compensated the difference between Worker's Compensation payments and the Food Service Employee's regular salary for as long as Worker's Compensation payments continue, but not to exceed 160 working days. Sick leave need not be used in such a situation during the first 160 working days after the assault or battery.

Should the Food Service Employee be unable to return to work by the 160<sup>th</sup> working day after the assault or battery as a result of any compensable injury sustained, the Food Service Employee may do either of the following:

1. If still receiving Worker's Compensation payments after the 160<sup>th</sup> working day, the Food Service Employee will be compensated the difference between Worker's Compensation payments and the Food Service Employee's regular salary provided the Food Service Employee uses 1/3 sick day for each day so compensated.
2. If Worker's Compensation payments have terminated, the Food Service Employee may take regular sick leave, if eligible. Food Service Employees absent due to such a compensable injury may be required to provide medical proof of the Food Service Employee's anticipated "return to work" date or may be required to perform "light duty", if available and medically authorized.

Section 23. Miscellaneous. New hires and those rehired after a break in service will be considered probationary Food Service Employees for the first sixty (60) working days.

Probationary Food Service Employees may be transferred, disciplined, suspended, or discharged as exclusively determined by the Board and will have no recourse under the Corporation's Classified Employee Complaint and Review Process.

All non-probationary employees within this unit may exercise any and all rights and privileges available under the Corporation's Classified Employee Complaint and Review Process.

All Food Service Employees may participate in the Corporation's Section 125 plan. All administrative costs or fees associated with the Section 125 plan will be paid by the Corporation.