

Food Service Managers

Section 1. Unit Determination. This Administrative Guideline applies to the positions of building Food Service Managers and building Food Service Manager Assistants. The same benefits will apply to each position, unless otherwise noted.

Section 2. Evaluation. Each Food Service Manager's performance will be evaluated at least every other year by the Corporation Food Service Manager. The evaluation shall be signed and dated by the Food Service Manager. The evaluation, and the Food Service Manager's written response to the evaluation, shall be placed in the Food Service Manager's personnel file.

The building Food Service Manager will evaluate the Food Service Manager Assistants annually.

Section 3. Work Year/Work Day. The building Food Service Manager's work year is a minimum one hundred eighty-eight (188) days consisting of eight (8) hours per day. Food Service Manager Assistants' work year is a minimum of one hundred eight-two (182) days consisting of seven (7) hours per day. A Food Service Manager's starting and ending times will be determined on an annual basis by the Corporation Food Service Manager. Building Food Service Managers will also be scheduled to work any make-up student days when student meals are scheduled to be served.

When a regular scheduled school day is canceled it will not count as one of their one hundred eighty-eight (188) work days. Food Service Manager's shall be paid four (4) hours pay at their normal rate of pay for that canceled day.

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

Section 4. Personal Illness Leave. A Food Service Manager with at least one year's service will be eligible for paid personal illness leave not to exceed ten (10) days in any one fiscal year (July 1 - June 30). Unused personal illness leave will accumulate on a yearly basis to a total of ninety-eight (98) days.

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 Manager may use personal illness leave as needed up to the Food Service Manager's maximum eligibility without loss of compensation.

Personal illness leave may be taken in one-half (1/2) day units.

Section 5. 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 three (3) days off with pay per year. These days are non-accumulative from year to year. A Food Service Manager may elect to use ten (10) days of accumulated personal illness leave for family illness leave. In extenuating circumstances, the Superintendent may authorize the use of more than ten (10) days of accumulated personal illness leave for family illness leave.

Section 6. Personal Business Leave. A Food Service Manager will be allowed three (3) working days off per year (July 1 - June 30) with pay for personal business. Personal leave days unused in any one year (July 1 – June 30) may be carried over to the following school year, except 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. If an unused personal leave day cannot be carried over as a personal leave day, it will be added to the Food Service Manager's accumulated personal illness leave days. Personal leave may be taken in one-half (1/2) day units.

Section 7. 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 Manager's home as part of the family, a Food Service Manager shall 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.

For the death of a grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law a Food Service Manager shall 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.

For the death of a family member, no more distant than first cousin, and not included above, a Food Service Manager shall be allowed one (1) school day off with pay per death, prior to or the day of a funeral.

Section 8. 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 Manager, who is called to jury duty during any work day, will receive the difference in pay for time lost and the amount received as jury pay. When a Food Service Manager is released from jury duty before the end of the Food Manager's work day, he/she must report to his/her work assignment for the remainder of the work day.

Section 9. Unpaid Leave Of Absence. A leave of absence without pay may be granted, subject to the recommendation of Administration and approval of the Board, for no more than one (1) year. Such days may be taken in one-half (1/2) day units, if recommended by the administration.

A Food Service Manager returning from a leave shall notify the Human Resources Department, in writing, at least ten (10) working days before the agreed date of return. The returning Food Service Manager shall be assigned to the same position held when the leave began, if that position still exists.

All benefits accrued when the leave began shall be restored to the Food Service Manager upon resumption of duties.

Types of unpaid leaves that are typically approved, are:

1. **Childbearing/Childrearing:** Any employee who is pregnant may continue in active employment as late into her pregnancy as she desires, if she is able to fulfill the requirements of her position. Leave that is taken that is related to, or caused by, the employee's pregnancy shall be governed by the following:
 - A. Any employee who is pregnant is entitled to a leave of absence with such leave to be taken at any time between the commencement of her pregnancy and the first anniversary of the birth of the child.
 - B. The employee shall be presumed to be physically incapacitated by childbirth for a maximum period of thirty (30) working days or forty-five (45) calendar days, whichever expires first. During the period of physical incapacitation, a maximum of thirty (30) working days may be charged, at the employee's discretion, to her available sick leave. If the period of actual physical incapacitation, as documented by a licensed physician's statement, extends beyond thirty (30) working days, or forty-five (45) calendar days (whichever expires first), the duration of the period of actual physical incapacitation may be charged, at the employee's discretion, to her available sick leave.

- C. After her available sick leave, subject to the limitations in Paragraph B, has been used, the employee may be absent without pay for the duration of the leave of absence.
- D. A licensed physician's statement certifying pregnancy must accompany the request for childbearing leave.

Both parents are eligible for an unpaid childrearing leave. For childrearing leave, a copy of the birth certificate must accompany the request. Childrearing leave must begin within six (6) weeks after the child is born.

- 2. **Adoptive Leave:** This type of leave must begin when receiving custody of the child or before receiving such custody if necessary to fulfill requirements for adoption.
- 3. **Illness in the Family:** This type of leave is for the purpose of caring for a parent, a spouse, a son, a daughter, a brother or a sister. A signed statement from a licensed physician indicating such need must accompany the request of the employee.
- 4. **Personal Illness:** This type of leave is for recovering from a personal illness. A signed statement from a licensed physician showing a need must accompany the request.
- 5. **Family and Medical Leave Act:** This type of leave must comply with the provisions of the Family and Medical Leave Act of 1993 except that an eligible employee is not required to use his/her available personal, sick or other qualifying leaves in FMLA leave situations.

The Board may:

- 1. Extend current leaves for a period of no more than one (1) year.
- 2. Grant other types of leaves not specified above.

Section 10. Time Off Without Pay. Each Food Service Manager's request for time off without pay will be considered on an individual basis according to the situation. The Director of Human Resources shall approve/disapprove all requests for time off without pay. Food Service Managers wishing to request time off without pay must do so in advance with a full explanation regarding the request. Time off without pay will not be approved after the absence.

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

Section 11. Insurance. The Corporation will provide a plan of Group Insurance for Food Service Managers and their dependents. The plan will consist of:

1. A Comprehensive Hospital/Medical Program;
2. A Dental Insurance Program;
3. A Vision Care Program;
4. A Prescription Program;
5. A Group Life Insurance Program (\$10,000.00); and,
6. A Long Term Disability and Income Protection Program.

The manner in which these benefits are provided, the benefit levels to be provided, and the deductible and co-pays to be charged, will be a matter of Corporation discretion. The Corporation will also determine the premium to be charged for the various coverage levels.

The Corporation will pay, beginning January 1, 2015:

1. The same contribution level paid by the Corporation for Administrators Group Health Insurance for Employee Only, or Employee Plus One, or Family coverage;
2. 74% of the full life insurance premium;
3. All of the cost of the LTD premium, except \$1.00.

The Food Service Manager shall be responsible for the balance of the cost of the selected coverage. A Food Service Manager may select life insurance or LTD coverage without selecting health insurance coverage.

Those Food Service Managers leaving the employment of East Allen County Schools because of retirement may remain a part of the group plan, which includes 1, 2 3 and 4 of the first paragraph of this Section, by paying the full applicable premium. A retired Food Service Manager may also remain part of the Group Life Insurance program until age 65 by paying the full applicable premium. At age sixty-five (65) the Group Life Insurance program may be converted to an individual policy in accordance with the carrier conversion policy.

Upon reaching the age of sixty-five (65), it is a condition of continued participation in the group insurance program, that each participant and their dependents participate in the Medicare/Medicaid program where eligible.

Section 12. Mileage Reimbursement Rate. Food Service Managers will be reimbursed for actual miles traveled in the Food Service Manager's personal vehicle, on Corporation business, at the rate set forth in the East Allen County Schools Administrative Guideline 4140.26.

Section 13. Public Employees Retirement Fund. East Allen County Schools will make, on behalf of each Food Service Manager, in addition to the other compensation and benefits provided Food Service Managers, the statutorily required employee contribution to the Indiana Public Employee's Retirement Fund (PERF) that would otherwise be required to be paid by the Food Service Manager related to compensation provided by East Allen County Schools.

Section 14. Supplemental Retirement Compensation. This benefit is available only to employees hired prior to January 1, 2006. The Supplemental Retirement Compensation payment shall equal to \$150 times the number of years of service to East Allen County Schools (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 employee, as specified in the preceding paragraph, shall have added to his/her supplemental retirement/severance payment an amount equal to: 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 hourly rate at the time of retirement plus a payment for the number of days in his/her Supplemental Retirement Account times two (2) hours of pay based on his/her present hourly rate at the time of retirement. This benefit shall be payable into a voluntary employees' beneficiary association ("VEBA"), as described in Section 501(C)(9) of the code. A Food Service Manager is vested who:

1. Has a minimum of ten (10) years of service as an East Allen Food Service Manager and/or employee; or
2. Is eligible for retirement benefits under the Public Employee's Retirement Fund; and
3. Has retired from East Allen County Schools.

In the event of the death of a Food Service Manager who has at least fifteen (15) years of service as an East Allen Food Service Manager and/or employee, the application requirement will be waived and the Supplemental Retirement Compensation payment in this Article will be paid to the designated beneficiary of the Food Service Manager, or, if no beneficiary has been designated, to the Food Service Manager's estate at the earliest possible date.

A Food Service Manager is ineligible for a Supplemental Retirement Compensation payment if he/she is discharged for just cause.

Section 15. Compensation. Each Food Service Manager shall be paid an annual salary that reflects his/her performance, and experience within the appropriate salary range as set forth in Exhibit "A" hereto. As the Food Service Manager's level of performance improves and he/she continues to meet the expected quality standards of East Allen County Schools, he/she shall progress through the salary range levels on an annual basis.

The hourly rates in this index shall be reviewed on a regular basis, but not less than every two (2) years, to determine whether the specific hourly rates reflect the current market rates for such positions.

Scheduled days worked beyond the one hundred eighty-eight (188) work days for Food Service Managers or one hundred eighty-two (182) work days for Food Service

Manager Assistants require pre-approval from the Corporation Food Service Manager and will be paid at the building Food Service Manager's daily rate. A building Food Service Manager shall be paid their annual school year salary in twenty-six (26) bi-weekly pays based on the current school year salary schedule.

If there is an emergency or designated need outside of a scheduled work day, Food Service Managers are obligated to report to work at any time of the year. A Food Service Manager will be paid their computed hourly rate times one and one-half (1-1/2) times the number of hours worked in the event of an emergency or designated need outside of a scheduled work day.

A Food Service Manager Assistant substituting for a Food Service Manager for ten (10) consecutive days will then receive the beginning level hourly rate of that Food Service Manager from day eleven (11) until the Manager returns to work.

Building Food Service Managers are requested to obtain School Nutrition Association ("SNA") Certification within three (3) years of becoming a Food Service Manager. A building Food Service Manager who has not received/renewed certification will be paid at the beginning level on the pay scale until certification is obtained. The Manager of Financial Services may grant exceptions. The Corporation will reimburse national dues ("SNA"), state dues ("ISNA") and certification fees.

Section 16. Worker's Compensation. In the event a Food Service Manager 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 Manager's regular straight hourly rate times the number of hours the Food Service Manager 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 Manager's regularly accumulated sick leave to be reduced.

If the Food Service Manager 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 Manager may elect to be compensated the difference between Worker's Compensation and the Food Service Manager's regular daily wage.

Payments made by the Corporation commencing with the thirty-first (31st) day will be charged against the Food Service Manager's accumulated sick leave on a proportionate basis until the Food Service Manager's accumulated sick leave days will be exhausted. The Food Service Manager may elect not to receive sick leave pay, and as a result, such time will not be charged against the Food Service Manager's accumulated sick leave. After the first thirty (30) day period, the Corporation may request a second doctor's opinion.

Section 17. Wellness Compensation. A Food Service Manager who is not retiring and who has accumulated the maximum number of personal illness leave days, shall be reimbursed two times the hourly rate for the number of unused personal illness leave days for the work year times the Food Service Manager's computed hourly rate. The payment will be made annually in July.

Section 18. Workshops and Conferences. Upon the written request of the Food Service Manager and with the recommendation and approval of the Manager of Financial Services, a Manager may attend the following:

1. Two (2) single unit workshops per year (July 1 - June 30).
2. One (1) multi-unit workshop or ISNA conference per year (July 1 - June 30)
3. One (1) food show every year.
4. One (1) summer workshop every three (3) years.
5. One (1) Fort Wayne vendor show/workshop per year.

The Manager of Financial Services will determine reimbursement for meetings or conferences. Proper written receipts must accompany all reimbursement claims.

Section 19. Income Reduction. The benefits provided to employees by the provision of Section 125 of the Revenue Act of 1978 (Flexible Benefit Plan) shall be made available to all employees. The monthly administrative costs/fees shall be paid by the Corporation.

Section 20. Payroll Deduction. Upon appropriate written authorization by the employee, the following payroll deductions will be provided:

1. Insurance as provided in this Administrative Guideline
2. East Allen County Schools Employees Federal Credit Union
3. Tax Sheltered Annuities
4. United Way
5. U. S. Savings Bonds
6. Direct Deposit to any Credit Union or Bank

Section 21. Uniforms. Each building Food Service Manager will be given a stipend for the cost of uniform and shoes purchased for themselves for corporation work. The amount of the stipend will be twenty dollars (\$20.00) more per year than the uniform allowance for Food Service Employees (see Administrative Guideline 4212.5). 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 Managers hired after the first pay in October. A Food Service Manager hired before January 15th will receive 100% of the stipend. A Food Service Manager hired after January 15th will receive 50% of the stipend.

A Food Service Manager 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 15th - 50% reimbursement will be deducted from the Food Service Manager's final paycheck.

Section 22. Elimination Of Position. In the event of a reduction in the number of building Food Service Managers, the Manager whose position is being eliminated may be assigned by the Superintendent or designee to a vacant Manager's position, if available.

If no positions are vacant, the manager whose position is being eliminated may take one of these options:

1. Bump the building Food Service Manager with the least continuous service as a building Food Service Manager; or
2. Take a vacant food service employee position after the position has been posted and any present food service employees have had an opportunity to fill the position; or
3. Go on layoff.

Section 23. Request To Return To Food Service Employee Status. If a building Food Service Manager wishes to become a food service employee, he/she must make such request in writing to the Manager of Financial Services. He/she may take a vacant food service employee position after the position has been posted. A new building Food Service Manager has thirty (30) working days to return to the previous position without loss of unit seniority.

Section 24. Sanitation Class. Each building Food Service Manager is required to complete and pass the Sanitation Class. The fee for the class, as well as the hours the building Food Service Manager attends the class, will be paid for by the Corporation. The building Food Service Manager will be paid at the regular hourly rate. Building Food Service Managers may be requested or volunteer to attend sanitation class periodically as a refresher course.