

## **Nutrition Employee Handbook 2020-2021**

### **SECTION 1 INTRODUCTION**

#### **A. Applicability**

This Employee Handbook shall apply to all managers, head cooks, head bakers, cooks, and general food service workers, except it does not apply to the superintendent, principals, professional employees or any substitute employees.

#### **B. Effect of Employee Handbook**

This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Central DeWitt Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

This Employee Handbook shall be maintained solely by the District. The Board of Directors of the Central DeWitt Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

#### **C. Effective Dates**

This Employee Handbook shall be effective upon being approved or accepted by the Board of Directors of the Central DeWitt Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

#### D. Savings Clause

Should any section or language of this Employee Handbook be declared illegal by a court of competent jurisdiction, then that section or language shall be deleted from this Employee Handbook to the extent that it violates the law. The remaining sections and language shall remain in full force and effect.

#### E. Definitions

1. The term "Board", as used in this handbook, shall mean the Board of Directors of the Central DeWitt Community School District or its duly authorized representatives.
2. The term "District", as used in this handbook, shall mean the Central DeWitt Community School District.
3. The term "employee", as used in this handbook, shall mean all managers, head cooks, head bakers, cooks, and general food service workers. The term shall not mean the superintendent, principals, professional employees or any substitute employees.
4. The term "Association" as used in this handbook, shall mean the Central DeWitt Nutrition Services Department.

### SECTION 2 ASSOCIATION RIGHTS

The Association shall have the right to hold meetings on District property after regular school hours, provided that such meetings in no way interfere with any aspect of the instructional or activity program. Any out-of-pocket expenses to the district resulting from such meetings will be borne by the Association, as appropriate, and within the provisions of District policy. Such meetings will be scheduled with the Food Service Director, where they shall be held and subject to his/her approval. The Association shall be provided with bulletin board space in each school.

### SECTION 3 EMPLOYER RIGHTS

The Board of Directors of the Central DeWitt Community School District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.

2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the District.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the District operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the District.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Board of Directors of the District by law.

#### SECTION 4            OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the district payroll officer shall deduct from the salary of said employee and make appropriate remittances for:

- A. Tax Sheltered Annuities: A program of payroll deductions shall be maintained by District. The addition of any new insurance company, after September 1, 1975, shall be subject to the approval of the Board.
- B. Gateway United Fund: A program of payroll deductions shall be maintained by the District for any employee who may wish to authorize this deduction.
- C. Personal Insurance: The employee may have payroll deductions for personal insurance for auto, household, life, and health care.

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all other payroll deductions now or ever placed in effect.

#### SECTION 5            SAFETY PROVISIONS

The District shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment or conditions, and to report such unsafe practices, equipment or conditions to their immediate supervisor. Food Service personnel shall have a physical examination

upon initial employment and the District will pay up to \$50.00 toward that physical examination.

## SECTION 6 VOLUNTARY TRANSFERS

Employees who desire a transfer to another building may file a written request with the superintendent on such form as may be provided by the District. The application shall be reviewed by the superintendent. The District will announce, by notification on the bulletin boards, the known existing full-time openings for employees as they occur. The openings shall be listed by location. This article shall apply to all openings, except those vacancies resulting from retirements when the employee retiring requests confidentiality. Employees will have no longer than seven (7) days within which to respond to posted openings with a written request for a voluntary transfer. During the summer months, known existing full-time openings for employees that will be available for the following school year will be maintained in the office of the superintendent, and a list of such openings will be provided to the employee upon their request. If more than one employee applies for the same position under the above conditions, the determination of the successful candidate shall be made by using the following criteria in the order listed: skill, ability, and competence of the employee; when the skill, ability, and competence are equal, then seniority in the food service department of the District shall be the determining factor.

## SECTION 7 INVOLUNTARY TRANSFERS

Involuntary transfers, between buildings, shall not be made for arbitrary and capricious reasons. The Food Service Director shall notify the employee in writing of the pending transfer and the reasons. Transfers which have been initiated by the District after the beginning of a contract year will not be effective until written notification, including the reasons, has been made to the employee, and a personal conference has been held between the District and the employee. At the end of the contract year in which the involuntary transfer occurred, the employee may apply for a voluntary transfer.

## SECTION 8 EVALUATION

Prior notice should be provided. The evaluator shall meet and provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction.

## SECTION 9            STAFF REDUCTION

When, in the sole, exclusive and final judgment of the Board, decline in enrollment, reduction of program or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality Food Service program possible, the administration shall base its decision as to resulting contract renewals on the following criteria in the order listed: skill, ability, and competence of the employee; when the skill, ability, and competence are equal, then seniority in the food service department of the District shall be the determining factor.

## SECTION 10          GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this handbook.
- B. Every employee covered by this handbook shall have the right to present grievances in accordance with these procedures. The failure of an employee to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. It is agreed that any investigation or other handling or processing of any grievance by the employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the employee.

### C. Grievance Steps

**First Step:** An attempt shall be made to resolve any grievance in informal, verbal discussion between the employee and the building administrator or supervisor within five (5) school days of the occurrence of the grievance.

**Second Step:** If the grievance cannot be resolved informally, the employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the building administrator or supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses

of the agreement which are alleged to have been violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The building administrator or supervisor shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within five (5) school days after receipt of the written grievance.

Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the employee shall file, within five (5) school days of the building administrator's or supervisor's written decision at the second step, a copy of the grievance with the superintendent or the superintendent's designee. Within ten (10) school days after such written grievance is filed, the employee and the superintendent or the superintendent's designee, who shall not be the building administrator or supervisor named in the original grievance, shall meet to resolve the grievance. The superintendent or the superintendent's designee shall file an answer within ten (10) school days of the third-step grievance meeting and shall communicate it in writing to the employee and the building administrator or supervisor.

- D. If any employee files any complaint in any form other than under the grievance procedure of this handbook, the District shall not be required to process that same claim or set of facts through the grievance procedure herein established.

## SECTION 11            WORK DAY

The work day for employees shall be established by the area Supervisor and/or by the building principal either of whom shall designate required meetings which may require the attendance of the building employees or by the normal extension of the school day which may occur as the result of any scheduled student activity. Each employee who works more than four (4) continuous hours shall have included in their schedule a duty-free lunch period of at least thirty (30) uninterrupted minutes, unless an emergency situation arises. The foregoing shall not be construed in such a way as to prohibit the District from directing the work of its employees.

## SECTION 12            WORK YEAR

The contract year for food service employees, other than new personnel who may be required to attend additional days of orientation, shall be established by the area supervisor or the District administration. The employee contract year shall include

those days designated in the school calendar which shall be approved annually by the Board and such other days as may be assigned. The regular work year for food service employees shall include eight (8) paid holidays including: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas, Christmas Eve, New Year's Day, President's Day or another day designated by the Board\*, and Memorial Day\*\*. To be eligible for any paid holiday previously mentioned, the employee must work the immediate work day before that holiday, and the immediate work day after that holiday, or have an approved absence with pay according to the provisions of this contract and established Board policies. \*Another day in the second semester will be designated as a holiday in the event that school is in session on President's Day. \*\*Memorial Day shall be a paid holiday regardless of whether the school calendar or an individual Food Service contract shall extend beyond that specific calendar day. To be eligible for any paid holiday previously mentioned, the employee must work the immediate work day before that holiday, and the immediate work day after that holiday, or have an approved absence according to the provisions of this contract and established Board policies.

## SECTION 13          TEMPORARY LEAVES

### A. Bereavement Leave

In the case of the death in the employee's immediate family (spouse, child, step-child, adopted child, mother-in-law, father-in-law, father, and mother), the employee may be granted by the superintendent or designee three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral for a grandparent, grandchild, son-in-law, daughter-in-law, uncle, or aunt. The employee shall receive no deduction for the days granted. If additional days are needed, then good cause leave without pay may be granted.

### B. Funeral Leave

In the case of the death of any other relative or friend not covered in the bereavement leave provision, up to one day of absence may be allowed with pay.

### C. Personal Leave

All regularly employed personnel shall be provided a total of three (3) days of personal leave per fiscal year without loss of salary or benefits. Personal Leave does not accumulate.

#### D. Good Cause Leaves

Good cause leave, in addition to the leaves above, may be granted with or without pay at the sole discretion of the Superintendent or designated representative.

#### E. Educational and Professional

Attendance at professional meetings or visitation at other schools is permitted at full pay if such absence is approved by the superintendent or designated representative. If any employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence should be signed by the director of food services and filed with the superintendent at least ten (10) days prior to the first day of anticipated absence. All requests will be acknowledged by a letter either granting or rejecting the request. Copies will be forwarded to the employee, principal, and supervisor.

#### F. Jury Duty

In the absence of extraordinary circumstances, employees of the school system may be excused for jury duty with the permission of the Superintendent or designated representative. No deduction from compensation will be made during the term of jury service, provided however, that all jury fees received by such employee shall be turned over to the school district.

#### G. Procedure

All temporary leaves must be applied for on such form as may be provided by the District, at least five (5) days prior to the date of the absence whenever possible. The original request must be filed with the food service director and the employee's supervisor or designee. Final approval on the principal's or supervisor's decision and on any appeal shall rest with the superintendent, whose decision will be rendered within five (5) days of the original request or by 2:00 p.m. on the day preceding the first leave day if the request had been made five (5) or less days in advance of the first day of the proposed absence. If an employee expects to return from a temporary leave early, the employee must notify the building principal, supervisor, or their designees of the employee's intention by 2:00 pm on the day previous to return. If the employee does not give the required notification of intent to return early, and a substitute subsequently reports for duty the following day, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.

## SECTION 14 EXTENDED LEAVES OF ABSENCE WITHOUT PAY

Employees may request extended leaves of absence without pay for a period of time not to exceed one year. An employee shall file an application with the Superintendent. The application shall be reviewed by that office and will be submitted to the Board for their consideration. Extended leaves of absence may be granted for health, professional study, military service, public office or family responsibilities which may include child nurturing. While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. At the conclusion of the extended leave of absence the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave. A request for early termination of the leave agreement and a reinstatement of position must be made in writing to the Superintendent. The District shall reserve the right to delay reinstatement. Early reinstatement would be contingent upon an available vacancy. An employee who is granted leave of absence for a regular school year must indicate a desire to return prior to March 1 of the following school year. Failure of the employee to make such notification will be evidence of the employee's desire to resign.

## SECTION 15 SICK LEAVE

- A. All regularly employed personnel shall be provided with 15 days of sick leave each year of employment. This sick leave shall provide that all unused leave shall accumulate to a maximum of 140 days. The employee may use up to ten (10) days of sick leave for illness in the immediate family - immediate family is defined as spouse, dependent children, parents, and legal dependent family members. Employees hired after June 30, 2011, shall be provided with 15 days of sick leave each year of employment. This sick leave shall provide that all unused leave shall accumulate to a maximum of 90 days. The employee may use up to five (5) days of sick leave for illness in the immediate family - immediate family is defined as spouse, dependent children, parents, and legal dependent family members. Employees hired prior to June 30, 2011, are grandfathered in to the sick leave guidelines as stated in the first paragraph of Section 15, paragraph A. All employees who are eligible for sick leave benefits will be provided with a printed summary of each year's sick leave activity on an annual basis, prior to September 15th each year. The Board reserves the right to request a certificate of absence from a medical doctor, which shall be acceptable only if the doctor specifically recommends that the

employee should not have returned to work for a medical reason and for a specific period of time.

- B. An employee must report the intention to be absent from duty to their supervisor or designee, at least one hour in advance of her time to report to work on the day of the absence. If possible, notification should be given earlier or on the previous day. If any employee expects to return from a sick leave absence, the employee must notify the supervisor, or designee, of the employee's intention by 2:00 p.m. on the day previous to return. If the employee does not give the required notification of intent to return, and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.
- C. If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused sick leave accumulated from prior years of service with the District, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein. If an employee is unable to report for duty on the first day of the new contract and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.
- D. All accumulated sick leave is forfeited upon termination of employment.

## SECTION 16 SALARY SCHEDULE

- A. All food service personnel shall be covered under the provisions of this contract and shall be compensated according to the following schedule:

Manager	\$15.97
Head Cook/Head Baker	\$15.36
Cook	\$15.21
General Food Service	\$14.09

- B. Longevity:   After 10 years - 10¢  
                      After 15 years - 15¢  
                      After 20 years - 20¢
- C. The rates in these schedules shall be applied to the first 40 hours in each work week. Overtime compensation shall be at 1 ½ times the base rate, except that time worked on Sundays and holidays shall be at two times the base rate. Overtime shall be paid according to the provisions of the Fair Labor Standards Act. Paid leave does not count as time worked when computing overtime.
- D. When it is necessary to substitute a current employee into a higher paying position, the employee will be paid the wage of the higher paying position as long as the substitute employee clocks in at that position. If not, the substitute employee will receive the employee's regular rate for working in the employee's regular position.
- E. An employee who has reported to work at their regular start time upon school being cancelled shall be compensated for a 30-minute period.
- F. Uniform Allowance – Employees who work 20 hours or more per normal week will be reimbursed up to \$125 per year for uniforms. Employees who work less than 20 hours per normal week will be reimbursed up to \$75 per year.
- G. The District shall pay the regular hourly rate of pay to seven (7) hours per day for attendance at professional meetings or extended education classes during the summer which are required by the district.
- H. Any employee attending a mandatory meeting, called by the Supervisor, shall be paid regular hourly wage.