Downingtown Area School District

Support Staff Handbook

Food Service Employees

Effective July 1, 2019 through June 30, 2024
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DISCLAIMER

This handbook is intended to be a general resource guide for employees of the Downingtown Area School District (the “District”) that are considered Food Service Employees. In no way is this handbook intended to constitute a contract between the District and the Food Service Employees.

This handbook is not binding upon the District. The District reserves the right to change or update this handbook at any time and to interpret the information presented herein as it sees fit.

This handbook supersedes and voids all previous plans, policies and practices which may be inconsistent with that stated herein.

The employee benefit information contained in this handbook is only a brief summary of the benefits that the District offers its Food Service Employees. For a full explanation of particular benefits, Food Service Employees should consult, where applicable, the specific benefit plan documents. The District has the right to interpret, apply, amend, modify or discontinue, in its sole and absolute discretion, any or all of the benefits provided to Food Service Employees. The District will attempt to inform Food Service Employees as promptly as possible of any changes in benefits. Where it is not practical or possible to do so, the District has the right, in its sole and absolute discretion, to make changes in employee benefits without prior notice.
Equal Opportunity Employer

The Board of School Directors declares it to be the policy of the District to guarantee to all persons equal access to all categories of employment in the District regardless of age, race, color, creed, religion, gender, ancestry, marital status, national origin, or physical or mental handicap or disability, veteran’s status, sexual orientation or other classification protected by applicable law.

It is also the policy of the District to provide a fair, supportive and nondiscriminatory work environment for all employees regardless of their age, race, color, creed, religion, gender, ancestry, marital status, national origin, physical or mental handicap or disability, veteran’s status, sexual orientation or other classification protected by applicable law. Harassment with demeaning intent related to age, race, color, creed, religion, gender, ancestry, marital status, national origin, physical or mental handicap or disability, veteran’s status, sexual orientation or other classification protected by applicable law, made by one employee to another, is a violation of this policy.

The District is committed to providing reasonable accommodations where necessary, feasible and required by applicable law. Food Service Employees seeking an accommodation must bring their request to the Human Resources Department. When an accommodation is requested, the Director of Human Resources will meet and discuss the situation with the employee and attempt to reach a mutually agreeable reasonable accommodation.
I. FOOD SERVICE EMPLOYEES

A. Definitions

1. **Food Service Employees** are individuals employed by the Downingtown Area School District as support personnel for providing food to the students and staff. These positions are not administrative, not part of a bargaining unit and not employed by Aramark.

2. The District contracted with Aramark for food service staff July 1, 2001. District food service staff are those food service employees hired by the District prior to July 1, 2001. Those employees hired by Aramark to provide food service to the District are not covered under this handbook.

3. A full time employee shall be defined as an employee whose assigned position is scheduled to work at least 30 hours a week excluding lunch.

4. The fiscal year begins on July 1 and ends on June 30 of each year.

B. Employee Background Checks

Act 34 of 1985 specifies all employees of public and private schools hired as of January 1, 1986, must submit a criminal background processed within one (1) year prior to employment. The completed background check, or proof of application, must be submitted to Human Resources prior to commencing employment.

Act 151 of 1994 specifies that all employees of public and private schools hired after July 1, 1996, must submit a PA Child Abuse History Clearance processed within one (1) year prior to employment. The completed background check, or proof of application, must be submitted to Human Resources prior to commencing employment.

Act 114 of 2006 specifies that all employees of public and private schools hired after April 1, 2007 must submit an FBI clearance processed within one (1) year prior to employment. The completed background check, or proof of application, must be submitted to Human Resources prior to commencing employment.

Act 82 of 2012 amends Section 111 of the School Code. Form PDE-6004 is required to be completed and submitted by all current and perspective employees. This form shall be utilized by employees to provide written
notice within 72 hours after an arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

Act 153 of 2014 requires all public school employees and volunteers to renew clearances (FBI, PA State and Childline) every five years.

Act 168 of 2014 requires that all employees must undergo a reference check from any current employer and any previous employer that was a school entity or where the applicant had contact with children.

Non-compliance with these acts can result in disciplinary action up to and including a withdrawal of the offer of employment, or termination of employment.

C. **School Board Policies on District Website**

The District website, [www.dasd.org](http://www.dasd.org), contains information pertaining to the policies set forth in this plan, as well as other School Board policies applicable to employees. It is the responsibility of every employee to know the current policies and comply with them. Employees may also utilize the Central Office Kiosk to review the policies.

D. **Compensation**

Salaries are paid on a fiscal year, July 1 through June 30. A Food Service employee who works less than a full year may receive a prorated increase.

Starting with the 2019-2020 school year, salary increases will be 3% or $.60/hour, whichever is greater.

Salaries and ranges will be reviewed annually and may be adjusted at the recommendation of the Superintendent and approval of the School Board.

All employees are required to receive their pay by direct deposit to a financial institution of their choosing.

E. **Performance Appraisal Review**

Every employee shall be evaluated annually, or as warranted, by the supervisor designated for the position. A conference shall be conducted with the employee to discuss the evaluation. The employee shall be provided a copy of any evaluation report prepared by the supervisor. No employee shall be required to sign a blank or incomplete evaluation form or report. An employee’s signature on a completed evaluation form or report means only that the employee has reviewed the evaluation.
The District shall maintain performance evaluations electronically to support communication and improve employee performance. All electronic evaluation forms will be considered a part of the employee’s personnel file. This record of performance will be generated by the supervisor and acknowledged by the employee.

An overall rating of proficient or above is required to receive a salary increase. An unsatisfactory or needs improvement rating may result in disciplinary action up to and including termination. If no further infractions occur, then those employees receiving a needs improvement or unsatisfactory rating will be given a sixty (60) day re-evaluation.

An employee whose overall performance is rated “needs improvement” will not receive the annual increase in July. If the employee’s performance consistently improves and is evaluated as proficient in the sixty (60) day re-evaluation, a prorated annual increase may be considered.

An employee whose overall performance is rated unsatisfactory will not receive the annual increase.

**F. Posting of Vacancies**

Vacancies in the District will be posted, in all buildings and on the district website. All personnel who meet the requirements of the position posted may apply for such position. The District reserves the right to fill vacancies at its discretion.

**G. Personnel File**

An employee shall have the opportunity to review his/her personnel file upon request and submit a written rebuttal. To facilitate this process, the employee will make an appointment with the Human Resources Office.

**H. Resignation or Retirement**

Employees, who decide to terminate their employment with the District, are requested to submit written notification to the Human Resources Department at least two weeks prior to their last day of work. Vacation, sick, and personal days cannot be used during the two week notice period, except under extenuating circumstances approved by the Director.
II. TIME OFF FROM WORK

Employees must work at least one (1) day in the new school year in order to re-establish paid leave eligibility at the beginning of the school year.

During the first fiscal year of employment, the last fiscal year of employment, and during a leave of absence, paid leave allowances will be prorated based on the actual days worked. In the last year of employment, if the employee has overdrawn the number of paid days allowable, the final pay will be adjusted to recover any money owed to the District.

A. Sick Leave

Sick leave allowance shall be credited to each eligible employee at the start of each school year. Employees shall be provided ten (10) days of sick leave per year.

A “paid sick leave day” for pay purposes shall be defined as the current rate of pay times the number of regularly scheduled hours of work per day for the employee.

Sick leave shall be accumulative from year to year without limit.

The employer reserves the right to require a doctor’s certificate for any absence due to illness or injury.

Any absence that exceeds three (3) or more consecutive days or is anticipated to exceed three (3) or more days must be reported to the Human Resources’ Benefits Specialist immediately.

There is no payout of sick leave at termination except as follows: The Employer will pay severance pay upon the death of an employee, payment made to the beneficiary or estate, or to an employee who retires under the provisions of the Public School Employees’ Retirement Systems at the rate of $45 per day for each day of accumulated sick leave.

B. Use of Sick Leave for Family Illness

Seven (7) days of sick leave may be used for absence due to the illness in the immediate family. Members of the immediate family include father, mother, brother, sister, son, daughter, spouse, parent-in-law or near relative who resides in the same household or any person with whom the employee has made his/her home. The relationship of the family member who is ill must appear on the attendance sheet.
C. Personal Days

Food Service Employees scheduled to work six (6) or more hours a day shall be granted two (2) paid personal days a year. Food Service Employees scheduled to work less than six (6) hours a day shall be granted one (1) paid personal day a year. Personal days are to be requested in writing at least twenty-four (24) hours in advance of the days requested, except in cases of emergency, and are subject to approval by the supervisor.

A “paid personal leave” day for pay purposes shall be defined as the current rate of pay times the number of regularly scheduled hours of work per day for the employee.

Personal days do not accumulate from year to year however, any unused personal days, as of June 30 of the fiscal year, will be considered as banked for reimbursement at retirement.

There is no payout of personal days at termination except as follows: The Employer will pay severance pay upon the death of an employee, payment made to the beneficiary or estate, or to an employee who retires under the provisions of the Public School Employees’ Retirement Systems at the rate of $45 per day for each day of accumulated personal leave.

D. Bereavement Leave

Employees may be granted up to three (3) consecutive days leave of absence for the death of an immediate family member (father, mother, brother, sister, son, daughter, spouse, parent-in-law, grandchild, grandparent or near relative who resides in the same household or any person with whom the employee has made his home) to prepare and attend funeral services.

Employees may be granted a one (1) day leave of absence for the death of his/her near relative (first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law) to attend the funeral service.

The name and relationship of the deceased must appear on the attendance sheet. A “paid bereavement leave day” for pay purposes shall be defined as the current rate of pay times the number of regularly scheduled hours of work per day for the employee.
E. **Jury Duty**

An employee who is summoned for jury duty shall make the request for a leave of absence immediately upon receipt of notice of jury duty service. Such leave shall be granted with pay upon proper application.

The rate of pay for jury duty leave days shall be at the employee's regular daily rate, less normal payroll deductions and compensation paid by the court. Prior to receipt of payment, the employee shall be required to present a statement issued and signed by the Clerk of the Court stating the number of days the employee was on jury duty.

F. **Holidays**

1. There are no paid holidays except as defined below.

2. Employees who received paid holidays prior to October 24, 2002, will continue to receive the following paid holidays: Labor Day, if it falls during the school year, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day.

G. **Snow/Emergency Days and Delayed Openings**

Individuals will be contacted by their supervisor and informed of reporting status.

H. **Family Medical Leave Act (FMLA)**

All employees who have completed one (1) year of service and worked a minimum of 1,250 hours in the year preceding the leave, have the right under FMLA for up to twelve (12) weeks of leave in a rolling twelve (12) month period* for a qualifying reason as defined in the District’s FMLA policy. Under certain circumstances, an employee may be entitled to up to 26 weeks of leave in a single twelve (12) month period.

During this leave, health benefits shall be maintained under the same conditions as if the employee were in active employment. Specific guidelines can be found in the District’s policy.

* A “rolling” twelve (12) month period measured backward from the date an employee uses FMLA leave will be used to determine the year.
III. WORK SCHEDULE AND HOURS

The hours of work for each employee will be determined by administration in accordance with the needs of the District.

In addition to this section of the plan, employees should also refer to the Working Periods policy and the Time Clock Administrative Policy and Guidelines on the District Website.

A. Overtime Hours

Time worked in excess of forty (40) hours a week shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate of pay. Sick and personal leave shall not be counted as time worked for purposes of computing overtime. All overtime must be pre-approved by the employee’s supervisor. If an employee is called in for an emergency, the employee will be paid time and one half (1-1/2) for hours worked. For overtime pay purposes, the work week is Monday through Sunday.

IV. BENEFITS

Only grandfathered Food Service employees are eligible for Health Insurance, Life Insurance, Voluntary Life Insurance, and Income Protection benefits. The grandfathered employees will be provided an Appendix A describing these benefits.

V. OTHER BENEFITS

A. Workers’ Compensation

All employees are covered by Workers’ Compensation. An employee suffering a work-related injury must immediately report the injury to his/her immediate supervisor or a building nurse, the District’s Benefits Coordinator and the District’s workers compensation carrier. The employee must complete an accident report and submit it to Human Resources within one (1) week of the incident. A workers compensation packet, including a list of the health care providers, will be given to the employee. The employee must treat with a panel provider for ninety (90) days from the date of the employee’s first visit. An instruction sheet and list of health care providers is posted in each building.
B. **Tax Sheltered Annuities**

All employees are eligible to contribute to Tax Sheltered Annuities through payroll deduction. A list of district-approved providers can be obtained from the District website or the Human Resources Office.

C. **Mileage Reimbursement**

When employees utilize private vehicles in conjunction with District activities and are so authorized by the District, the mileage reimbursement shall be the prescribed rate approved for business expense deductions for Federal Income Tax purposes. The effective date for mileage reimbursement rate changes shall be in line with IRS guidelines.

VI. **RETIREMENT**

Employees shall be provided retirement benefits as provided by the Pennsylvania Public School Employees Retirement System (PSERS).

A. **Pay for Unused Sick Leave Upon Retirement**

Any employee who retires from his/her position with the District and retires under the provisions of the PA School Employees’ Retirement System shall be paid $45 per day for all unused sick leave. Payment for unused sick days will be made as soon as administratively practicable in the employee’s paycheck following the submission of all attendance.

B. **Pay for Unused Personal Leave Upon Retirement**

Any employee who terminates his/her employment with the District and retires under the provisions of the PA School Employees’ Retirement System shall be paid $45 per day for all unused personal leave. Payment for unused personal days will be made as soon as administratively practicable in the employee’s paycheck following the submission of all attendance.
APPENDIX A – HEALTH BENEFITS

Only grandfathered Food Service employees are eligible for Health Insurance, Life Insurance, Voluntary Life Insurance, and Income Protection benefits.

The employee benefit information contained in this plan is only a brief summary of the benefits that the District offers. For a full explanation of particular benefits, the specific benefit plan documents should be consulted.

A group enrollment period shall be held each year in May. During this period, grandfathered Food Service Employees may elect to enroll/disenroll and/or add/delete eligible dependents in the medical, prescription, dental, vision and/or option out plans. Coverage starts on July 1 that next follows the date of enrollment.

Other changes to health care elections can be made during the plan year only for a qualifying change in employment or family status. Elections must be made within 31 days of the event.

The District shall offer two packages from which the employee may choose coverage. Employees may select any plan, but cannot elect individually from Option 20/30/70 Plans and Option 320 Plans.

Eligible dependents shall be defined as the employee’s legally married spouse as defined by Pennsylvania law and children including any stepchild, legally adopted child, a child placed for adoption, or any child whose coverage is the employee’s responsibility under the terms of a qualified release or court order. Dependent children may remain on their parent’s benefit plan up to age 26, regardless of student status, tax dependent status, marital status, or residence.

The Board reserves the right to revisit the healthcare plans during the term of the agreement should laws such as the Patient Protection and Affordable Care Act (PPACA) and other relevant legislation necessitate a change.

Selection of the carrier for any and all benefit plans is the prerogative of the School Board and is subject to change at any time.

During the term of this compensation plan, should another employee group within the district change plans and/or contributions, the District reserves the right to modify this Agreement.
A. **Benefit Packages**

<table>
<thead>
<tr>
<th></th>
<th>Option 20/30/70 Package</th>
<th>Option 3320 Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>PC 20/30/70 or a comparable plan</td>
<td>PC 320 or a comparable plan</td>
</tr>
<tr>
<td>Prescription</td>
<td>$10/$25/$40/$100</td>
<td>$15/$30/$45/$100</td>
</tr>
<tr>
<td>Dental</td>
<td>100%/80%/50% - $1500 PPO</td>
<td>100%/80%/50% - $1000 PPO</td>
</tr>
<tr>
<td>Vision</td>
<td>Standard Plan - In Network Only</td>
<td>No Vision</td>
</tr>
</tbody>
</table>

B. **Employee Contributions**

The District offers an employer/employee cost share arrangement for selected medical, prescription, dental, and vision insurance.

Employees who elect coverage shall contribute toward the monthly premium for the cost of medical, prescription, dental and vision benefits through mandatory payroll deductions. The employee contributions shall be:

<table>
<thead>
<tr>
<th></th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2024</td>
<td>11%</td>
</tr>
<tr>
<td></td>
<td>Option 3</td>
</tr>
<tr>
<td></td>
<td>9%</td>
</tr>
</tbody>
</table>

Such contributions shall be made through the District’s Cafeteria Plan on a before-tax basis to the extent allowed under Internal Revenue Service Code Section 125 and Related Regulations.

C. **No Duplication of Benefits**

Where two (2) employees are or become married to each other and are eligible for all or a portion of the medical, dental, vision or prescription insurance, the level of benefits will neither be decreased or increased as a result of the marriage. If coverage to both spouses is provided by one (1) family policy, the spouse who is named as the subscriber and the spouse covered as dependent shall be entitled to the same level of benefits. Where each such spouse has dependents, the Employer will provide the premium for group insurance coverage of all such dependents equal to coverage provided to dependents of other employees.

D. **Life Insurance**

The District shall pay one hundred percent (100%) of the premium for group life insurance coverage for grandfathered food service employees.

The amount of life insurance coverage shall be equivalent to one (1) times the annual base salary for the referenced employees, rounded to the
nearest $1,000, to a maximum of $60,000, including double indemnity for accidental death and dismemberment. Coverage is subject to the terms and provisions of the insurance carrier’s plans and provisions.

E. Voluntary Life Insurance (Optional)

Grandfathered food service employees shall have the opportunity to purchase optional group life insurance coverage on a payroll deduction basis subject to the terms and conditions of the insurance company’s plan provisions. Employees may be required to submit medical evidence of insurability.

F. Income Protection Insurance

The District shall pay one hundred percent (100%) of the premium for group coverage for income protection for grandfathered food service employees. Coverage is subject to the terms and provisions of the insurance carrier’s plan.

If a claim for disability benefits is approved by the carrier, monthly benefits shall be equal to sixty percent (60%) of basic earnings not to exceed $1,500 per month with a minimum monthly benefit of $50. Benefits begin after the greater of sixty (60) days or the exhaustion of accumulated sick leave, whichever is later.

Disability benefits payable may be reduced by other income benefits received per the carrier’s plan provisions.

G. Flexible Spending Accounts

The District offers grandfathered employees the opportunity to elect both a Medical Spending Account and Dependent Care Spending Account. This benefit allows you to set aside pre-tax dollars to pay for out of pocket eligible healthcare and dependent care expenses. The plan year runs on the fiscal year and the plan has a use it or lose it stipulation.

- For Medical Spending, the minimum election is $120 and the maximum election is $2,400.
- For Dependent Care, the minimum election is $120 and the maximum election is $5,000.

Grandfathered Food Service Employees as of November 1, 2012.
The following is a listing of Grandfathered Food Service employees as of November 1, 2012. Should a grandfathered employee terminate service with the District for any reason and then be rehired, that employee will lose his/her entitlement to grandfathering.

- Deborah Katherman
- Patricia Styer