

# PLUM BOROUGH SCHOOL DISTRICT

## ACT 93 Cook Managers

Compensation &  
Fringe Benefit Program

For the School Years:

2011-12  
2012-13  
2013-14

Board Adoption Date:  
August 30, 2011

**Act 93 Cook Managers**  
2011-12, 2012-13 and 2013-14  
Compensation and Fringe Benefits Plan

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**PLUM BOROUGH SCHOOL DISTRICT  
ADMINISTRATOR COMPENSATION PLAN  
COOK MANAGERS**

**PREAMBLE**

The following Administrator Compensation Plan was adopted by the Plum Borough School Board pursuant to Section 1164 of the Public School Code of 1949, as amended, Act 93 (24 P.S. § 11-1164).

The Plan, including its salaries and fringe benefits, has been determined following “meet and discuss” sessions between the School Board representatives and administrator representatives.

The administrators encompassed by this Plan are the School District’s Cook Managers. The Plan applies to all current and future Cook Managers.

Throughout this Plan “Employer” means the Plum Borough School District, and “Manager” means Cook Manager.

A description of the program determining salaries and salary amounts are contained in Appendix A. A listing of fringe benefits is contained in Appendix B.

**I. TERM OF COMPENSATION PLAN**

The term of this Compensation Plan shall begin July 1, 2011 and shall continue in full force and effect until midnight June 30, 2014.

**II. RIGHTS RETAINED BY EMPLOYER**

The Employer shall retain the exclusive right to manage the schools of the Plum Borough School District, including specifically its food service operations and to direct their work activities of its Cook Managers. Directing work activities includes the right to hire, promote, transfer, discharge, or discipline a Cook Manager. Matters not specifically included in this Plan, whether or not they are specifically excluded by the Plan, remain within the sole discretion of the Employer.

## APPENDIX A

### 2011-12 Compensation Plan - Determined Each year

#### 1.0 How Determined:

Cook Managers are salaried employees. However, for purposes of determining overtime, compensation for work beyond the normal workday, and similar situations, a cook manager's salary is reduced to an hourly rate. The equivalent hourly rates for current Cook Managers are found in Table 1.

**Table 1 – 2011-12 Salaries**  
(Effective 8/31/11)

| Cook Managers   | Building Assignments       | Daily Work Schedule | 2011-12 Annual Salary / Hourly Wage Rate | Hours Worked per Day | Hours Worked Per Year |
|-----------------|----------------------------|---------------------|--|----------------------|-----------------------|
| Mrs. Showers    | Senior High School         | 5:30 AM / 1:30 PM   | \$27,922 per year<br>or \$19.39 per hour | 8.0                  | 1,440                 |
| Mrs. Colella    | O'Block Jr. High           | 6:00 AM / 1:00 PM   | \$23,580 per year<br>or \$18.71 per hour | 7.0                  | 1,260                 |
| Mrs. Halasowski | Pivik Elementary           | 7:00 AM / 2:00 PM   | \$18,500 per year<br>or \$14.68 per hour | 7.0                  | 1,260                 |
| Mrs. Derry      | Center Elementary          | 7:00 AM / 2:00 PM   | \$20,066 per year<br>or \$15.93 per hour | 7.0                  | 1,260                 |
| Mrs. Grasinger  | Holiday Park Elementary    | 6:45 AM / 1:45 PM   | \$18,500 per year<br>or \$14.68 per hour | 7.0                  | 1,260                 |
| Mrs. Herbert    | Regency Park Elementary    | 7:00 AM / 2:00 PM   | \$20,176 per year<br>or \$16.01 per hour | 7.0                  | 1,260                 |
| Mrs. Signor     | Adlai Stevenson Elementary | 7:00 AM / 2:00 PM   | \$18,778 per year<br>or \$14.90 per hour | 7.0                  | 1,260                 |

**1.1 Work Day Defined:** The daily hours include the oversight of the day-to-day operations, balancing of sales and cash at the end of the day, and the time necessary to make daily bank deposits at the end of the school day. No Employee will be paid overtime for extending the work day without pre-approval of the Food Service Supervisor or Central Administration.

**1.2 Daily Work Schedule Hours:** See Table 1 above for the 2011-12 daily schedules. The daily work schedule may vary from building to building. Work schedules and building assignments may be changed at any time at the discretion of the Food Service Supervisor or Central Administration, without consent of the Cook Manager. Hours are subject to change (increased or decreased) and/or may be adjusted as determined by the Food Service Supervisor or Central Administration.

**1.2.1** A change in work assignment location may change the equivalent hourly rate of compensation.

**1.2.2** A change in work hours at the same location will not change the equivalent hourly rate of compensation paid to the Cook Manager.

**1.2.3** A change in hours worked will result in a change in annual salary amount.

**1.2.4** The affected Cook Manager will be consulted when a change would result in a change in compensation, but the final decision is ultimately at the sole discretion of the Employer.

**1.3 Days Worked in School Year:** For payroll purposes, Cook Manager will work one hundred and eighty (180) days – based on 179 student day calendar and one (1) day before the start of the school year (for preparation, cleaning and opening of kitchens). The scheduling of the preparation day will be determined solely by the Food Service Supervisor or Central Administration.

## **2.0 New Hires:**

The salary for a newly hired Cook Manager will be determined solely at the discretion of the Employer. The Employer will use various factors, including, but not limited to, the number of scheduled daily hours, student enrollment, number of building staff members (teachers and administrators, etc) assigned to the Manager's school building, number of meals prepared daily, daily sales volume and deposits (cash sales only), number of food service workers supervised, and the new hire's food service /management experience and special skills.

## **3.0 Existing Cook Manager Employees:**

The compensation for existing Cook Managers will be based on annual performance evaluations and current assignments per Table 1 above. In the event a Cook Manager is reassigned to another school building or there is a change in the number of work hours, the wage of the affected Cook Manager will be reevaluated in consultation with the Cook Manager, and may be adjusted at the sole discretion of the District.

### **3.1. Annual Wage Increases and Annual Performance Evaluations:**

The 2011-12 wages were based upon the annual performance evaluation process. Each Cook Manager was evaluated by the Food Service Director. Cook Managers will

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Act 93 Cook Managers' Compensation & Fringe Benefit Program / 2011-12, 2012-13 and 2013-14

receive a copy of their 2010-11 individual written observations and/or annual evaluations. Any increases in compensation will be effective with the first pay in September of 2011 for the 2011-12 school year.

Those Employees who receive a Needs Improvement/Below Standards evaluation will not receive an increase. The 2011-12 compensation will be the Cook Manager's 2010-11 salary plus one of the following rating percentages:

| <u>Rating</u>                          | <u>Point Range</u>  | <u>% of Salary Increase</u> |
|--|---------------------|-----------------------------|
| Superior Expectations                  | (54 to 60 points)   | 2.0%                        |
| Exceeds Expectations                   | (47 to 53 points)   | 1.5%                        |
| Meets Expectations                     | (40 to 46 points)   | 1.0%                        |
| Needs Improvement /<br>Below Standards | (39 or less points) | 0.0%                        |

Percentage of salary increases for 2012-13 and 2013-14 will be determined annually by the Board.

#### **4.0 Bi-monthly Payroll Calculations:**

**4.1 Regular Bi-monthly Pays:** Although Cook Managers do not work a full school year (July thru June), compensation shall be paid in 24 equal bi-monthly installments over an entire school year. The Cook Manager's bi-monthly compensation will be calculated by dividing the annual salary by twenty-four (24) bi-monthly pays. Hourly rate is calculated by dividing the Employee's annual salary by the number of hours worked per year per Table 1. (Daily number of hours worked times 180 days).

**4.2 Pro-rated Wages:** If a Cook Manager terminates employment during the school year, for any reason, a final pay calculation will be made to reflect the actual hours worked from the start of the school year until the last day of employment. Then a comparison of actual hours worked and actual hours paid is made to determine if the Employer has overpaid or unpaid the Manager. Any adjustments will be made in the final bi-monthly pay. If the final pay is not enough to cover any overpayment, the Cook Manager will be billed accordingly.

## **5.0 Job Vacancies:**

**5.1 Filling of Vacancy:** If there is a Cook Manager vacancy, the position will be filled at the sole discretion of the Employer with the most qualified candidate for the position. Current Cook Managers may apply for the vacancy. Applications will be considered from qualified Plum Borough School District Cook Managers, food service employees and candidates from outside the District.

**5.2 Qualifications:** Qualifications will be determined, but not limited to: ability to supervise and manage food service employees, manage food service workers schedules, financial reporting, reconciliation of daily sales and cash, all aspects of the job assignment, limited computer skills to operate the point of service student accounting system for the building, ability to interact and work well with staff, students and building administrators, and references. In the case of current Cook Managers, past job performance will be taken into account.

## **6.0 Layoffs / Reduction in Work Force:**

When in the opinion of the Employer it becomes necessary to lay off a Cook Manager, the Employer will determine the Cook Manager(s) to be laid off, with or without regard to comparative longevity.

## **7.0 Overtime Compensation:**

Cook Managers will be paid for overtime work that has been pre-approved by the Food Service Supervisor or designee or Central Administration for hours worked in a work week that exceed forty (40) hours<sup>1</sup>. Overtime hours will be paid at the rate one and one-half (1½) times the Cook Manager's regular hourly rate stated in Table 1 for 2011-12 and so on for any subsequent year.

*<sup>1</sup>For purposes of overtime pay, sick days, personal days and all unpaid leave of absences do not count towards hours worked. For example, if an Employee is off sick one day of a particular week and then works extra hours during that week, the sick day will not be included in the hours worked and only worked hours that exceed forty (40) hours would be compensated at the overtime rate. Sunday is the first day of the work week.*

## APPENDIX B 2011-12

### **Fringe Benefits Plan:**

The Employer will provide the following fringes benefits to qualified Cook Managers as stated below. At any time and without consent of the Cook Managers, the Employer has the right to change or modify any fringe benefits, including programs and carriers for health, prescription, dental and vision coverages, provided the change, modification or new program is substantially similar to the existing benefit.

Reference to the phrase “one year of service” means the Cook Manager has completed 180 consecutive work days (including paid leave) during a twelve month period, commencing with the Manager’s first paid work day as a Cook Manager. Other service with the School District will not count towards the year of service.

#### **1.0 Life Insurance Coverage:**

Upon completion of one year of service in the food service department, Employer shall maintain at its cost a twenty thousand dollar (\$20,000.00) Basic Term Life Insurance and Accidental Death and Dismemberment Insurance policy for a Cook Manager who at the time of death was on active employment status with the Employer.

#### **2.0 Long Term Disability Coverage:**

**2.1 Benefit Amount:** Upon completion of one year of service in the food service department, Employer shall maintain at its cost a Long-term Disability protection plan for a full-time active Cook Manager. The Manager will receive 60% of monthly pay, subject to a maximum schedule amount of \$2,000.00 per month.

**2.2 Waiting Period:** Coverage will begin thirty-first (31st) day from the date of the injury or disability.

**2.3 Maximum Benefits:** Per Assurant’s (carrier) Group Benefit Schedule.

### **3.0 Hospitalization, Surgical Benefits, Medical and Prescription Drug Benefits coverage:**

**3.1 Coverage Plan:** The Employer shall offer hospitalization, surgical, medical and prescription drug benefits for all Cook Managers through the Allegheny County Schools Health Insurance Consortium (ACSHIC) Plan.

**3.2. Coverage Provisions:** A Cook Manager may elect only single (individual) coverage, effective the first day of the month following the effective date of hire. After one year of service, the Cook Manager will be eligible to elect single, husband and wife, parent and child, parent with children, or family. Any elected coverage is subject to all premium co-pays equivalent to two months of premiums and the co-pays described by the Plan for drugs and office visits.

**3.3 Employee's Contribution:** Participating Cook Managers will contribute the equivalent of two (2) months of actual premium costs. Should a Cook Manager terminate employment for any reasons, including death or retirement, the Manager or estate is liable for any unpaid premium co-pays. The premium co-pay shall be equal to the coverage rates for the months of July and August of each year charged by the provider/carrier.

**3.4 Employer's Contribution:** The Employer will be responsible for the balance of premium costs.

### **4.0 Dental Care Insurance Coverage:**

The Employer shall provide Dental Care Insurance coverage for all Cook Managers and their dependents at no cost to the Manager. A Cook Manager will receive single (individual) coverage, effective the first day of the month following the effective date of hire. After one year of service, a Cook Manager will be eligible to elect single, husband and wife, parent and child, parent with children, or family. The Cook Manager is responsible for all co-pays described by the Plan.

### **5.0 Vision Care Insurance Coverage:**

The Employer shall provide Vision Care Insurance coverage for all Cook Managers and their dependents at no cost to the Manager. A Cook Manager will receive single

(individual) coverage, effective the first day of the month following the effective date of hire. After one year of service, a Cook Manager will be eligible to elect single, husband and wife, parent and child, parent with children, or family. The Cook Manager is responsible for all co-pays described by the Plan.

**6.0 Health Care Buy-Out Option:** The Employer will not offer this option.

**7.0 Sick Leave Provisions:**

**7.1 Sick Leave:** At the commencement of each school year, a Cook Manager shall be credited with eight (8) paid days of sick leave allowance. The unused portion of such allowance shall accumulate from year-to-year without limitation. Sick days shall not accrue while on unpaid leaves.

**7.2. Doctor's Excuse:** A Cook Manager utilizing a sick day may be required, at the request of the Employer, to submit a health care provider's written statement certifying the Manager's illness. A Cook Manager absent for five (5) or more consecutive days shall be required to submit a signed statement certifying the Manager's illness and/or the Manager's ability to perform duties before returning to work.

**7.3 Pro-rated Days:** Sick days shall be prorated if employment begins or terminates at any time during the work year.

**8.0 Emergency / Personal Days Provisions:**

**8.1 Number of Days:** At the commencement of each school year, a Cook Manager shall be credited with two (2) paid emergency / personal days. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances, which requires immediate attention. Except in the case of an emergency day, personal days must be prescheduled through the Food Service Supervisor.

**8.2 Unused Days:** Unused emergency/personal days will be converted to sick days.

**8.3 Pro-rated Days:** Emergency / personal days shall be prorated if employment begins or terminates during the school year.

**9.0 Reimbursement for School Related Travel Expenses:**

**9.1 Reimbursement Purpose and Mileage Rates:** Cook Managers that are required, in the course of their work, to drive their personal motor vehicle from one school building to another or to the Manager's designated bank branch shall receive a personal vehicle mileage allowance at the IRS approved rate. The Cook Manager will only be reimbursed

for the extra mileage incurred when depositing cafeteria funds into the Employer's nearest bank branch on their departure home, after the work day.

*Example, if an Employee's direct shortest travel mileage from home to work assignment is 3.7 miles and 4.7 miles on the return home, including making bank deposit at district's designated bank branch, the employee will be reimbursed for 1.0 mile that day upon submission of a travel reimbursement form. Forms will be supplied by Business Office or Food Service Supervisor.*

**9.2 Application for Reimbursement:** Forms will be supplied by Business Office or Food Service Supervisor. Reimbursement is paid on a calendar month basis only. Travel reimbursement forms must be approved by the Food Service Supervisor before payment will be made. District uses mileage calculated by Mapquest™ as proof of mileage, when applicable.

**10.0 Tax Sheltered Annuities:**

Cook Managers may obtain a tax-sheltered plan from any of the representative companies in accordance with Employer's 403(b) plan documents.

**11.0 Bereavement Provisions:**

**11.1 General:** Paid bereavement leave only applies when school is in session and the cafeterias are open for food service.

**11.2 Immediate Family:** Absence without loss of salary shall be allowed for a period not to exceed five (5) consecutive days upon the death of a parent, spouse or child.

**11.3 In-law/Near Relatives:** Absence without loss of salary shall be allowed for a period not to exceed three (3) consecutive days upon the death of a brother, sister, parent-in-law, grandchild, or near relative who currently resides in the same household, or any person with whom the Cook Manager is making his or her home.

**11.4 Other relatives:** Absence without loss of salary shall be allowed for one (1) day on the day of the funeral of a near relative. A near relative shall be defined as a first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

**12.0 Holidays:** Cook Managers will not have any paid holidays.

**13.0 Vacation Days:** Cook Managers will not have any paid vacation days.

**14.0 Unpaid Leave of Absence:**

**14.1 Unpaid Leave of Absence:** Upon exhaustion of all sick leave, personal/emergency days and FMLA Leave as provided by law and Board policy, a Cook Manager who has one year of service shall be entitled to a leave of absence without pay upon proper proof

that the leave is required because of personal needs or physical disability. The leave shall not exceed twelve (12) work weeks, excepting that it may be extended upon approval of the Employer, at its sole discretion.

**14.2 Return to Employment:** The Employer may require reasonable proof that the Cook Manager will be able to return to employment within the time in which the leave is requested.

**14.3 Continuation of Fringe Benefits:** Benefits may be continued during an unpaid leave at the expense of the Cook Manager. The Manager will be required to pre-pay the cost of all insurance coverage premiums prior to the due date of the premium; otherwise, coverage will be terminated. Contact the Benefits Administrative Assistant or Director of Business Affairs for payment arrangements.

**15.0 Mandatory Certification Fees:**

Employer will pay for any fees incurred by a Cook Manager for successfully obtaining certifications required by local or state law for purposes of maintaining employment. The Employer will pay the costs for the Allegheny County Health Department or Serve Safe National Certifications once every three (3) years. If a Cook Manager does not successfully pass any certification test on the first try, the Manager is then responsible for any costs to retake the exam(s).

**16.0 Allowance for Jury or Witness Service:**

**16.1 Jury Duty Notice:** When school is in session, a Cook Manager called for jury service or subpoenaed as a witness shall be excused from work for the days on which he or she serves. Service, as used herein, shall include reporting when summoned, whether or not the Manager actually serves as a juror or testifies.

**16.2 Compensation Formula:** The Cook Manager shall be paid by the Employer an amount equal to the difference between the amount of wages which would have been earned by working on that day and the daily jury duty or witness fee paid. In order to receive payment, the Manager must have immediately given the Employer prior notice that he or she has been directed to report for such service and also present proof of pay

**16.3 Exclusions:** These provisions are not applicable to voluntarily serving as witness or if the Cook Manager is a party to the proceeding.

**17.0 Food, Trade Shows or Workshops:**

Cook Managers that attend job-related food shows or workshops do so at on their own time and expense, unless such attendance is pre-approved in writing by the Food Service Supervisor or Central Administration.

**18.0 Retirement Incentives:**

**18.1 Retirement Incentive Qualifications:** Any Cook Manager who retires from the Plum Borough School District on or after attaining the age of 55 years, with a minimum of fifteen (15) years of continuous service in the District's Food Service Department, and becomes a PSERS annuitant (other than a disability annuitant) will receive a one-time retirement bonus described in 18.2.

**18.2 Monetary Retirement Incentives:** The bonus amount is five thousand dollars (\$5,000.00) and will be payable the first pay after July 1 in the year of retirement. The retiree has the option to collect three thousand dollars (\$3,000.00) payable the first pay after July 1 in the year of retirement and an additional three thousand dollars (\$3,000.00) payable one year after July 1 of the year of retirement for a total of six thousand dollars (\$6,000.00).

**18.3 Fringe Benefits or Insurance Coverage beyond Retirement:** The District will not offer any Employer paid fringe benefits, including all health insurances, life insurance, accident insurance, etc. Continuation of benefits will be offered under the COBRA guidelines at the Retiree's expense.

**18.4 Payment for Accumulated Sick Days:** Upon retirement from the Plum Borough School District into PSERS, Cook Managers are eligible to receive \$25.00 for accumulated unused sick days. If an employee dies in service, payment due shall be made to the employee's designated beneficiary.

**19.0 Uniform / Work Shoe Allowance:**

**19.1 Uniforms:** The Employer will provide each Cook Manager up to five (5) work shirts per school year at no cost to the Manager. Employer will also provide the Cook Managers with aprons and other apparel as determined by the Food Service Supervisor or Central Administration at no cost to the Manager. Maintenance of the uniforms is solely at the time and expense of the Cook Manager.

**19.2 Work Shoes / Other Uniform Purchase Allowance:** Employer will reimburse up to one hundred and five dollars (\$105.00) per school year for other approved uniforms /

work appropriate shoes purchases per school year, upon submission of current and valid store receipts. The allowance will be paid only at the end of September for each new school year. Maintenance (cleaning and repairs) of the uniforms / shoes is solely at the time and expense of the Cook Managers.

**End**

Plum Borough Board of Education:

By: \_\_\_\_\_

Mr. Kevin Dowdell, Board President

August 30, 2011

Board Adoption Date

Attest: \_\_\_\_\_

Mrs. Cynthia Vento, Board Secretary