

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

**THE FEDERATION OF PUBLIC EMPLOYEES
(FOOD SERVICE BARGAINING UNIT)**

**2019-2020
SCHOOL YEAR**

AUGUST 15, 2017 – AUGUST 14, 2020

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PREAMBLE

THIS AGREEMENT entered into by and between the School Board of Broward County, Florida, hereinafter called the "Board" or the "District," and the Federation of Public Employees, a Division of The National Federation of Public and Private Employees, an affiliate of District 1, MEBA AFL-CIO, hereinafter referred to as the "Federation."

Witnesseth:

WHEREAS, the District and the Federation have negotiated in good faith, with the Federation acting as the exclusive agent for certain non-instructional personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment, and whereas, the parties following extended and deliberate negotiations, and having had an opportunity to discuss freely any and all issues, have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION AND NEGOTIATION PROCEDURES

A. Recognition

The District recognizes the Federation as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission in Case No. MS-79-010, Order No. 79M-111, dated May 1, 1979, to wit:

INCLUSIONS: All food service personnel employed by The School Board of Broward County, Florida;

EXCLUSIONS: All other School Board employees, managerial employees as defined by the Public Employees Relations Act, Chapter 447, Florida Statutes.

DEFINITIONS: The terms listed below, when used in any provision of this contract, shall be defined as follows:

“Employee” – Any employee in the Federation bargaining unit as defined and certified by Public Employees Relations Commission (PERC). Employees may also be referred to as bargaining unit members.

“Superintendent” – The Superintendent of the District or his/her designated representative.

“Permanent Employee” – An employee who has satisfactorily completed his/her probationary period, as defined in Article 4A.

“Permanent Part-Time Employee” – An employee who has satisfactorily completed his/her probationary period, as defined in Article 4A, in a position which calls for the employee to work less than the normal work week, but at least fifteen (15) hours per week.

B. Negotiation Procedures

In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the School Board and by a majority of the members of the bargaining unit voting, but the

parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and reach tentative agreements in the course of the negotiations.

There shall be four (4) executed copies of the Final Agreement. Two (2) copies shall be retained by the District and two (2) copies by the Federation.

Any cost incurred by mutual agreement through impasse procedures will be shared equally by the District and the Federation, unless otherwise provided by law.

ARTICLE 2 MANAGEMENT RIGHTS

- A.** It is understood and agreed that the District possesses the right to operate and manage all schools, departments and programs and to direct the work force.

The rights, powers, authority, and discretion which the District deems necessary to carry out these responsibilities shall be limited only by the express terms of this Agreement and Florida Statutes. In matters not covered specifically by language within this Agreement, the District shall have the clear right to make decisions unilaterally.

- B.** These management rights include, but are not limited to the following:

1. Determine unilaterally the purpose and mission of the Broward County School System and all of the departments, agencies and programs under its jurisdiction.
2. Set standards of service to be offered to the public.
3. Exercise control and discretion over its organization and employees and establish employee calendars and job descriptions.
4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and corrective action.
5. Take corrective action for just cause.
6. Determine the amount of work needed and, in accordance with such determination, relieve employees from duty or reduce their work hours for lack of work, lack of funds and/or such reason as the District determines is essential.
7. Hire, promote, transfer or assign employees.
8. Schedule overtime work as required.
9. Contract out (subcontract) for goods or services.
10. Introduce new, improved or different methods and techniques of operation or work procedure.

- C.** The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices, between the District and the (employee organization) and expresses all obligations and restrictions imposed on each of the respective parties during its term.
- D.** The parties expressly waive and relinquish the right to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either party at the time they negotiated or executed this Agreement and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 3 GRIEVANCE PROCEDURES

- A.** For purposes of this Article, a grievance shall be determined as a dispute between a bargaining unit member and/or the Federation and the District over the interpretation or application of, the terms of this negotiated Agreement. Grievances shall be processed through the procedure outlined below.
- B.** In the event that a food service employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a Federation representative, within seven (7) working days of the date on which the food service employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.
- C.** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Federation within seven (7) working days of the informal discussion, on the form set forth in Appendix A, signed by the grievant and a representative of the Federation, which form shall be available from the Food & Nutrition Services Director or designee or the Federation.

STEP I

The grievant and/or Federation may submit to the immediate supervisor, a copy of the grievance form. If the grievance involves more than one (1) school building, it may be filed with the Employee & Labor Relations Department. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the Federation representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within seven (7) working days after such meeting and shall furnish a copy thereof to the Federation.

STEP II

If the grievant and/or Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Employee & Labor Relations Department within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days, the Employee

& Labor Relations Department shall meet with the grievant and/or Federation representative and shall indicate the disposition of the grievance in writing within seven (7) working days of such a meeting and shall furnish a copy thereof to the Federation.

STEP III

- A. If the grievant and/or Federation is not satisfied with the disposition of the grievance by the Employee & Labor Relations Department, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Federation, to arbitration before an impartial arbitrator within thirty (30) working days of the date of the disposition at STEP II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected from a list submitted by the Federal Mediation and Conciliation Service (FMCS) and/or the American Arbitration Association (AAA) in accord with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Superintendent/designee and the Federation shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed. Both parties agree that the award of the arbitrator shall be final and binding.
- B. If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or FMCS filing fees, shall be paid by the District. However, if the arbitrator sustains the District's position, all fees and expenses shall be paid by the grievant or the Federation, whichever filed for arbitration. However, an individual employee may only file for arbitration if the Federation has refused to process the grievance because an employee is a non-dues paying member of the unit. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur.
- C. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Employee & Labor Relations Department shall use his/her best efforts to process such a grievance prior to the end of the school term or as soon thereafter as possible.
- D. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be

extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.

- E. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of the Agreement.
- F. All food service employees will be entitled to fair, reasonable and equitable treatment. A food service employee who participates or intends to participate in any grievance as described herein shall not be subjected to corrective action, reprimand, warning or reprisal because of such participation or intention. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- G. Nothing in this Article shall require the Federation to process grievances for employees who are not members of the Federation.

ARTICLE 4
PROBATIONARY EMPLOYEE

- A.** For purposes of this contract, a probationary period shall be 131 workdays.
- B.** Probationary employees shall accrue sick leave after completing their forty-fifth (45th) workday; however, said employees shall not be able to utilize sick leave until they have worked ninety-three (93) work days. Should the employee be terminated prior to completion of their full probationary period, all leave shall be returned to the District.
- C.** During said probationary period, the District may suspend, discipline or discharge a probationary employee for any reason whatsoever except for lawful union activities, and no claim will be made by him/her or by the Federation of Public Employees that the action was improper.
- D.** During the probationary period, the affected employee is not entitled to any representation, nor may he/she file a grievance under this contract, nor under the District policy grievance procedure. The only exception to this rule is for corrective action which is the result of lawful union activity.
- E.** During the probationary period, the Director or designee may extend the probationary period of an employee to be successful in their duties. The extension to the probationary period may not exceed ninety (90) days.

ARTICLE 5 EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Holiday

The school calendar for the school year covered by this Agreement shall include the following nine (9) paid holidays unless changed by federal law, the District or modified by this Agreement.

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
First weekday of the Winter Break
New Year's Day
Martin Luther King Day
President's Day
Memorial Day

In order to be eligible for holiday pay, an employee must have worked the full day before and the full day after the holiday, unless the employee was on, sick, or approved personal reasons leave by the Food & Nutrition Services Director. The District, at its option, may request a doctor's certificate to verify the illness.

When there are two (2) holidays that either fall consecutively or there is no full scheduled workday between the two (2) holidays, employees must work the full scheduled day before the first holiday in order to receive pay for the holiday, and must work the full scheduled day following the second holiday in order to receive pay for the second holiday.

B. Job Descriptions

All employees, upon request, shall receive a copy of their job description from the Food & Nutrition Services Director or from the District's website.

C. Field Trips – Early Release Days

There shall be no reduction in hours or compensation for any employee as a result of a field trip or early release days unless the reduction is reasonably necessary due to lack of work as a result of lack of participation.

When it has been determined by the Superintendent/designee that it is reasonably necessary to reduce hours of work due to lack of work as a result of a lack of participation caused by a field trip or early release day, no employee's hours or compensation shall be reduced if the proposed reduction is thirty (30) minutes or less.

When it has been determined by the Superintendent/designee that it is reasonably necessary to reduce the hours of work for any employee more than thirty (30) minutes due to lack of work as result of lack of participation caused by a field trip, the employee shall have the option of taking personal leave, leave without pay, or being assigned to another school for the day. When possible, the employee shall be given twenty-four (24) hours' notice of such a reduction in hours. Good and Perfect attendance and Sick Leave Buy Back shall not be affected by the employee's selection.

D. Employee Time

In the absence of a cook—~~or~~/baker, an intern or ~~floating~~ rotating cook/baker IIA may be requested. If no intern, ~~floating~~ rotating cook/baker IIA, or substitute is available and additional time is necessary for the completion of assigned duties, the additional time may be distributed to employees by the manager. Employees are to be compensated for the extra time, if time is pre-approved by the manager.

E. Manager Summer Meetings

Summer school managers' planning meeting shall be held outside of the 204 day employee calendar.

F. Notice of Employment

Permanent employees shall be given written notice of employment, indicating tentative assignment and work location for the following year, a minimum of five (5) days prior to the end of the calendar work year.

G. Meals

An adult lunch (not a la carte) shall be provided to all food service employees during their duty-free lunch period.

Employees required by his/her manager to work during any part of their scheduled lunch shall be rescheduled a thirty (30) minute lunch period in the same day.

If for any reason lunch is not scheduled for the same day, the lunch period shall be considered time worked and the employee shall be paid for the lunch period.

H. Student Discipline

Discipline of students shall be the responsibility of the Administration.

I. Political Activity

All food service employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida.

J. Physical Examination

The District may request current employees to take a physical examination if the District believes that the person has an infectious disease or illness, at no cost to the employees. New employees will be required to prove satisfactorily that they have complied with this section.

K. Personnel Files

An employee's complete official personnel file shall be maintained in the District's Personnel Records Department.

Any Performance evaluation, corrective action, or any other document to which an employee is entitled shall not be made a part of the employee's official record until the employee has been offered or given a copy. The employee shall acknowledge his/her awareness of said document by signing it, or should the employee decline to sign it, the District shall provide a witness to verify that the employee acknowledges its existence and/or receipt of it, signifying that he/she has been made aware of its contents and not indicating agreement or disagreement, in writing, to any such items placed in the employee's official personnel file. Any such response shall be placed and maintained in the employee's official personnel file.

Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statutes, Section 1012.31. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.

L. Labor Management Committee

Upon mutual agreement, a minimum three (3) representatives of the Administration and eight (8) representatives of FOPE will meet during the regular school year on an as-needed basis but not more than once every other month, at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts ("SMEs") to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than two (2) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitrations or disciplinary actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will mutually agree on the location of the Labor Management meetings.

M. Health and Safety

There shall be compliance with laws relating to health and safety of personnel. Whenever an unsafe or hazardous condition exists, the employee aware of the condition shall report it to the Food & Nutrition Services Director or designee or the manager. If the Food & Nutrition Services Director or designee or manager cannot correct the problem within fifteen (15) workdays of when he/she is made aware, in writing, of said problem, he/she shall notify the Area Superintendent/designee or Food & Nutrition Services Director for the purpose of taking appropriate action to investigate and attempt to resolve the matter. Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions and notifying the appropriate administrator when they believe an area should not be occupied by students or employees.

N. Performance Evaluations

All permanent employees shall be evaluated at least once each fiscal year prior to the last workday of his/her assigned calendar. Annual

evaluations shall reflect an employee's overall performance for the period of time covered by the evaluation.

Information contained in the evaluation shall be based on first hand knowledge of the employee's performance.

Supervisory personnel shall note on the evaluation form the employee's strengths and deficiencies and suggest ways to correct the deficiencies.

The evaluation shall be discussed with the employee with the opportunity for the employee to acknowledge, by signature, that he/she is aware of the contents thereof, before it is placed in the employee's personnel file. The employee's signature does not indicate agreement with the evaluation.

The employee shall be given a copy and provided with the opportunity to submit a rebuttal statement. The rebuttal statement shall remain as part of such material as long as the evaluation remains in the employee's personnel file.

O. Immediate Family Members

Immediate family members will not be permitted to work in the same food service kitchen unless working together prior to the 1990-1991 school year. However, immediate family member(s) shall not work in the same food service location where one (1) family member is responsible for the supervision of another employee who is a family member.

P. Complaints Against Employee

No action against an employee shall be taken on the basis of an unverified complaint by a parent or student or other individuals, unless the matter is first reported to the employee and the employee has had an opportunity to discuss the matter with his/her administrator.

There shall be no corrective action notice placed in an employee's official personnel file, unless the employee, upon his/her request, has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement shall be submitted within thirty (30) working days of the notice, evaluation or reprimand. The rebuttal statement shall remain as part of such statement/material as long as the document remains in the employee's official file in Personnel Records.

Q. Reimbursement for Personal Attack or Damage to Personal Vehicle

If an employee is attacked or assaulted in the course of his/her employment, the District will insure or otherwise reimburse said employee for any loss, damage or destruction of clothing or personal property up to \$100 per employee per school year, upon verification to the Administrator, unless the employee is otherwise reimbursed. If an employee's vehicle is damaged while on the property of a District school, the employee will be reimbursed for the damage not to exceed \$300 when it is determined that the damage was caused on District property. Such determination may be made by either a School Resource Officer, a School Security Specialist, or an SIU investigator (as determined by the Superintendent/designee), witness testimony or apprehension of the person(s) responsible for the damage. Reimbursement to affected individuals shall be in the amount of their automobile insurance deductible, not to exceed the maximum reimbursement of \$300. Any individual submitting a fraudulent claim under this provision shall be subject to corrective action up to and including termination. The District's maximum liability under this section is \$3,600 per school year.

R. Bomb Threats

Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such return has been given by the proper authority. Employees shall not search for bombs.

S. Secure Environment

The District is committed to providing a safe and secure working and learning environment. The District has zero tolerance for threats or acts of violence. The District will act swiftly to defuse and/or eliminate threats of violence or violent act offenders in accordance with the District Workplace Violence Policy.

T. Anti-Bullying and Harassment

The District and its employees shall comply with the District approved policy regarding Anti-Bullying and Harassment.

ARTICLE 6
FEDERATION RIGHTS AND PRIVILEGES

A. Dues Deductions

1. Union deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the District for these deductions. The exact amount of monies to be deducted for each employee shall be provided by the Federation to the District. Any changes in the amounts to be deducted shall be given to the District thirty (30) days in advance. These monies shall be deducted each pay period and shall be submitted electronically. These monies shall be transmitted to the Federation office, 1700 N.W. 66th Avenue, Suite 100, Plantation, Florida 33313, within thirty (30) days after the semi-monthly deductions. The District will submit two reports electronically that will include all members' personnel numbers, first names, middle initials, last names, address, city, state, zip code, payroll cycle, the amount of dues deductions and the date of the deductions.
2. The Federation shall indemnify the District and hold the District harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the District to comply or attempt to comply with the provisions of this Article.
3. The Board agrees to furnish the Federation on a monthly basis, a computer printout with the following information: name, personnel number, location, job classification, hourly rate and dues deduction, at no cost to the Federation.
4. Any employee who has not revoked his/her dues deductions authorization via a written notification, shall have said dues deductions reinstated by the Board upon return from a leave of any sort.
5. It is the sole responsibility of the employee to notify the District and the Federation of any desired change in the deduction of dues when an employee accepts employment in a position that is covered by another Collective Bargaining Agreement or non-union Association.

B. Bargaining Unit Information

The District agrees to make available to the Federation at a charge not to exceed that authorized by Florida Statutes, Section 119.07, the following:

1. Full School Board Agendas furnished by School Board members.
2. Minutes of District meetings.
3. Names and addresses of all bargaining unit personnel, hourly rate of pay, seniority date, job titles, social security numbers, home telephone numbers.
4. A list of bargaining unit employees on approved leave.

The above information and other such specific publicly available information pertaining to the Federation bargaining unit shall be provided on a quarterly basis.

C. On-Site Representatives

The District recognizes the right of the Federation to designate On-Site Representatives at each of the covered school/areas to represent the employees in accordance with the terms of the Agreement. The On-Site Representative shall be an employee of the Board, but his duties as an On-Site Representative shall not conflict with his/her employment or that of the other employees. The On-Site Representative shall obtain written prior approval of their supervisor before leaving their work for the purpose of representing employees under the terms of this Agreement. Should it be required that an On-Site Representative be released to represent an employee in grievance and/or arbitration proceedings such release time shall be without loss of pay and (s)he will report back to his/her supervisor immediately upon completion of such duties.

D. Bulletin Boards

The District will furnish the Federation with bulletin board space at each location where unit employees work. It is intended for purposes of interpretation that the bulletin boards shall provide for employee information and internal communications. Notices endorsing any National, State or local political candidate shall be prohibited. The Federation shall have the right to use the District's mail system providing that the union complies with all provisions of the Private Express

Statutes, including postage requirements. The parties shall agree on procedures prior to implementing the use of the District's mail system.

FOPE notices may be posted electronically under District Announcements at the discretion of the Superintendent and/or his/her designee. When a determination is made to post a notice, it shall be the responsibility of the District to post the information. Decisions will be made by the Superintendent and/or his/her designee within forty-eight (48) hours of receipt of said materials.

E. Use of School Buildings

Upon approval of the Administration, the Federation and its representatives shall have the right to use school buildings at reasonable hours.

F. Union Business

Duly authorized representatives of the Federation and its respective affiliates may, with the approval of the administrator, be permitted to transact official Federation business on school property, provided that this shall not interfere with or disrupt normal operations.

G. Reproduction of Agreement

In support of the parties' commitment to Paperwork Reduction, copies of the adopted agreement shall be posted with a link to both websites for the Employee & Labor Relations Department and the Federation.

H. Parking/I.D. Passes

The President of the Federation and all full-time paid Federation staff members assigned to work with the District's bargaining unit shall receive parking and identification passes that allow parking and personal entry into the K.C. Wright Administration Building. The Federation shall provide a written list of paid professional staff members and the name of the President of the Union to the Associate Superintendent of District Administration (designee). This provision does not cover Federation support staff such as secretaries. The number of passes shall not exceed five (5).

I. Negotiating/Labor Management Teams

The negotiating/labor management teams shall consist of no more than nine (9) bargaining unit employees. These employees shall be allowed to

attend all negotiating/labor management sessions that occur during their regular working hours without loss of pay or benefits, except that the team members who are employed at school locations during the summer shall not be absent for more than two (2) days of summer work for these purposes. Nothing in this section is intended to pay team members overtime pay for participation on these teams.

J. Ratification Pay

Six (6) employees shall be given time off with pay to ratify the contract each year. Such time shall be paid at straight time.

ARTICLE 7
NO STRIKE/NO LOCKOUT

The Federation, and its officers, and its agents, representatives and members agree that they will comply with the provision of Florida Statutes, Sections 447.203 (6), 447.501 (2) and 447.505.

In accordance with Sections 447.203 (6), 447.501 (2), and 447.505 of the Florida Statutes, the Federation, its officers, agents, representatives and employees agree that they will not strike, as defined by the Public Employees Relations Act and agree not to participate in a strike against the Board by inciting or supporting, in any positive manner, a strike. During the term of this Agreement, the employer agrees that it will not authorize, cause, or engage in any lockout of employees unless a lockout should become necessary for the protection of the employer's Property.

ARTICLE 8 NON-DISCRIMINATION

- A.** Each employee in the bargaining unit has the right, freely and without fear of penalty or reprisal, to join the Federation or to refrain from any such activity. Any employee who exercises his/her rights under this Agreement shall not be subjected to corrective action, reprimand, warning or reprisal because of such participation.
- B.** Membership, non-membership, or legitimate activity under applicable labor laws or provisions of this Agreement will not jeopardize an employee's good standing with the Board or opportunity for advancement.
- C.** The Board and the Federation agree that they will not discriminate against any employee because of gender, race, color, religion, sex, disability, age, national origin, ~~or~~ sexual orientation, or any other legally protected status.
- D.** The rights granted to the Federation in this Agreement shall be granted to the Federation exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in bargaining unit.
- E.** Except for extenuating circumstances, as determined by the administration, no action shall be taken against an employee on the basis of an unverified complaint by a parent, student or other individual(s) or entity(ies) unless the matter is first reported to the employee, and the employee had opportunity to discuss the matter with the administrator, director or supervisor.

F. Americans with Disabilities Act

The Board shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended. Disputes regarding the application of this provision or Article 11, Section J (i.e. Family and Medical Leave) shall not be subject to the provisions of Article 3.

- G.** Administrative Procedures have been established by the State of Florida and the United States for the handling and processing of claims of unlawful employment discrimination based on gender, race, color, religion, sex, disability, age, national origin, sexual orientation or any other legally protected status. The Federation and the Board encourage bargaining unit members who believe that they have been victims of

employment discrimination based on race, color, religion, sex, national origin or disability to file such claims with the District of Broward County Equal Educational Opportunities Department, the United States Equal Employment Opportunity Commission, the Florida Commission on Human Rights, any local enforcement agency, or the applicable Florida or Federal court. Claims of employment discrimination based on gender, race, color, religion, sex, disability, age, national origin sexual orientation or any other legally protected status shall not be subject to the provisions of Article 3.

ARTICLE 9 HOURS OF WORK AND OVERTIME

A. Hours of Work

1. One (1) day over one-half (1/2) of the approved calendar or more constitutes one (1) year service for school food service personnel.
2. A daily work schedule shall be a minimum of three (3) hours per day and shall not exceed seven (7) hours per day excluding a designated lunch period, and seven and one-half (7.5) hours for Managers, Assistant Managers and Interns.
3. Effective April 9, 2018, the workday of Food and Nutrition Services permanent full-time managers shall be seven and one-half (7.5) consecutive paid hours excluding a lunch period of thirty (30) consecutive minutes. The workday shall be no less than seven and one-half (7.5) consecutive hours for 204 calendar-day employees for permanent Food and Nutrition Services Managers.
4. All employees, upon request, shall receive copies of their work schedules.

B. Emergency Working Conditions

In the event that, due to conditions beyond the control of the Board, including but not limited to hurricanes, windstorms and tornadoes, the Superintendent/designee, or the District, or any other public official, declares an emergency and directs the District to commence emergency operations and/or orders the schools, facilities or administrative areas to be closed, bargaining unit members shall be compensated as described below:

1. Any bargaining unit member regularly scheduled to work during the time of the emergency or who is ordered to return home during the emergency or prior to the completion of said employee's shift shall be paid for all hours during the emergency period which the employee had been scheduled to work.
2. Any employee on pre-approved sick leave, annual leave, or personal day before the declared emergency shall suffer no loss of pay and no leave time shall be deducted from the applicable leave bank.

3. Any employee who is ordered or assigned by the Board to work during the declared emergency shall be compensated at double the employee's straight time base hourly rate for all hours actually worked. This compensation shall be in addition to any compensation which would otherwise be due the employee under the provisions of paragraph 1 (above).
4. Employees who fail to report to work after a call-in shall not be compensated for days not worked while schools are closed due to the emergency conditions unless on approved leave prior to the time of the call-in.

C. Cleaning/Training Days

Employees may receive up to ~~three (3)~~ four (4) additional days per year to be utilized as "cleaning/training days" the week prior to the start of school. The allotted "cleaning/training days" shall be scheduled at the discretion of the manager with the approval of the Area Supervisor. The parties agree that there may be situations where the Manager may need to request additional cleaning/training time from the Food & Nutrition Services Director/designee.

D. Overtime Pay For Special Events/Holiday Events

1. Time and one-half (1.5) shall be paid in the event an employee is required to work special events beyond his/her regularly scheduled daily tour of duty. A special event is defined to mean any food service function other than regularly established food service programs.
2. Time and one-half (1.5) shall be paid in the event an employee is required to work on a scheduled paid holiday designated as a paid holiday on the school calendar, in addition to the straight time pay for the holiday, provided the employee required to work on the scheduled paid holiday is entitled to the paid holiday.

E. Call In

Employees called in outside of their regular work hours, shall receive no less than two (2) hours straight time pay.

F. 4-Day Work Week

In the event a school implements a modified calendar consisting of a four-day full class schedule with an optional fifth day for students and

where the modified four-day calendar results in a substantial decrease in food service operations, a special food service staffing shall be developed for the fifth day. Employees whose services are not needed at the site on the optional fifth day or whose work hours are reduced due to reduced food service operations will be given the option to work a day at another school if work is available, use personal reasons leave, or take a day off without pay provided, however, that no more than six (6) schools implement such a modified four-day calendar. In the event that more than six (6) schools implement such a modified four-day calendar, the parties agree to enter into impact bargaining on this issue.

ARTICLE 10
STATE PROFESSIONAL ASSOCIATION

- A.** Eligible State Food Service Association member delegates shall be eligible to receive reimbursement to attend the annual State conference at the regular County per diem and travel rate, and registration fee. Eligibility for reimbursement shall not exceed the following criteria:
1. Must be employed on a regular tour of duty
 2. Schools with one to nine (1-9) employees would be eligible for two (2) State member delegates; and
 3. Schools with ten (10) or more eligible employees would be eligible for three (3) State member delegates.
- B.** Department of Food and Nutrition Services shall budget \$6,000 of annual profits to fund the provisions of the Article. Unexpected funds shall revert to the general funds account and shall not be cumulative.
- C.** Reimbursement eligibility to attend the above described programs shall be available to all employees of the Food Service Department covered by this Agreement within budgetary limitations.
- D.** Reimbursement to attend the annual State Association Conference shall not exceed three (3) days annually for eligible employees except the District President who may be reimbursed for four (4) days annually.
- E.** When the annual State Food Service Conference occurs on or during a regularly scheduled student class day, prior permission for requesting appropriate leave must be granted by the Food and Nutrition Services Director before departure.
- F.** Upon written request by the Federation, an accountability of reimbursements paid to each eligible employee will be provided within ninety (90) days of the conference or the written request, whichever occurs later.

ARTICLE 11

LEAVES

Food and Nutrition Services employees shall receive annual leave, holiday leave, sick leave, personal leave, bereavement leave, maternity leave, jury duty leave and temporary duty leave as provided other District employees, and as provided for in this Agreement and in District policy.

A. Sick Leave

1. Each full-time permanent employee shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one-half (1/2) day of sick leave for each per pay period of employment until the maximum accrual is met, and which shall be credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. If the employee terminates employment and has not accrued the four (4) days of sick leave available, the Board shall withhold the average daily amount for the sick leave days used but not earned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue. Employees who are temporarily absent from work for any reason shall notify the administrator or his/her designee at least two (2) hours prior to starting time, except in an emergency.
2. Sick leave shall not be used as unscheduled vacation time. Any establishment of a pattern or series of absences that occur on a predictable basis shall be considered abuse of sick leave. Such incident may include, but is not limited to: days being used as soon as they are earned, or a series of absences that occur on predictable basis, which are reported by the employee as being caused by illness (first schedule shift of the work week, last schedule shift of the work week, or first shift after payday.)
3. Sick time shall not be used during any Summer Program.
4. Food and Nutrition Services employees who are employed at a school which has the extended school year (thirty (30) additional school days) will earn one (1) additional sick day.

B. SICK LEAVE BANK

The parties mutually agree to establish a sick leave bank (hereinafter referred to as the bank) for employees. Participation in the bank shall be voluntary. The bank shall be made operational as soon after the ratification of this contract as possible. The bank shall be governed by the following procedures.

1. **Creation of the Bank:** The bank will be established providing that 250 days have been deposited, (one (1) per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the bank beginning October 15th of each year.
2. **Membership Requirements:** Employees who have been employed full-time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment may enroll in the sick leave bank by contributing one (1) day of sick leave to the bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.
3. **Sick Leave Bank Committee:** A committee shall be appointed by the Federation for the purpose of administering the sick leave bank. The Committee shall:
 - a. Maintain adequate records relative to all functions of the bank.
 - b. Meet periodically, as requested by the Superintendent/designee, with a designated administrator of the county to review Federation sick leave bank records.
 - c. Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent/designee shall establish and the Federation will comply with procedures for identifying and recording contributions to and withdrawals from the bank. The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the Bank as long as said procedures are consistent with and do not change any of the criteria contained in this section of this Article.

- d. Not grant more sick leave days than are available in the bank.
4. **Withdrawal Rights and Procedures:** In the event of catastrophic illness or injury of a participating bank member, a participating bank member may request sick leave days from the bank within the following limitations.
- a. A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury.
 - b. The maximum withdrawal for any employee in a school year for an illness or injury or complications thereof shall be thirty (30) days at the discretion of the sick bank committee.
 - c. An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
 - d. Withdrawals shall be in full day units and must be for a minimum of five (5) consecutive days.
 - e. All applications for withdrawal shall be in writing and shall be verified by the Committee. All applications shall be accompanied with a certificate of illness from a licensed physician or from the county health officer.
 - f. The salary of a food service employee participating in the bank will be reduced by any benefits drawn from Worker's Compensation in the event of catastrophic illness or injury.
 - g. When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.
 - h. The Sick Leave Bank shall not be used for the purpose of cosmetic surgery.
 - i. The Sick Leave Bank shall be used only for the personal illness or injury of the participating member.

- j. The Sick Leave Bank shall not be used for purpose of elective surgery when such procedures could be safely performed during non-working times.
- k. The Sick Leave Bank may request a second medical opinion at the applicant's expense.
- l. Those applicants with an undetermined recovery period may be asked to provide the Sick Leave Bank committee with intermittent verification of illness.
- m. The Sick Leave Bank may be used for complications during pregnancy/delivery, but shall not be used for maternity leave. Applicants may be asked to provide additional information to the Sick Leave Bank Committee.
- n. Applications will only be approved for an illness or injury which occurred during that fiscal year (July 1st - June 30th).

5. **Maintenance of the Bank:**

- a. Once the bank is established, there shall be no requirements for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the bank is depleted to a point where only \$4,000 dollars remains, all members of the bank shall contribute one (1) day each time the bank is depleted to this level.
- b. A participating employee who chooses to no longer participate in the sick leave bank shall not be allowed to withdraw any sick leave already contributed to the sick leave bank.

6. **Indemnification:** The Federation and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

C. Family Illness/Death

Any unit employee on a permanent basis who is unable to perform his/her duty in the school because of illness, or because of death of father, mother, brother, sister, husband, wife, child, other close relative or member of his/her own household, and consequently has to be absent

from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him/her to do so.

D. Personal Reasons Leave

Employees shall not be required to give a reason for personal reasons leave.

Notification of intent to use personal reasons leave shall be submitted to the Food and Nutrition Services Director/Designee no later than forty-eight (48) hours prior to the day the employee wishes to have off except for an emergency as determined by the Director of Food and Nutrition Services.

Personal reasons leave shall not be granted on the day preceding or following a holiday, nor during the first or last week of school. This may only be waived by mutual agreement between the affected employee and the Food and Nutrition Services Director or designee. Personal Reasons leave in excess of three (3) consecutive work days shall not be granted unless approved by the Food and Nutrition Services Director/Designee.

Written requests to use personal reasons leave the day preceding or following a holiday or scheduled day off shall be submitted a minimum of seven (7) workdays in advance of the date requested.

E. Temporary Duty Leave

Temporary duty leave may be granted to school food service personnel by the Food & Nutrition Services Director/designee for the purpose of attending and/or participating in professional meetings, workshops, seminars or conferences.

F. Jury Duty

School food service personnel shall receive their regular salary while serving as jurors.

An employee subpoenaed to testify in a trial or deposition arising out of the performance of his/her job duties shall be given leave with pay and shall retain any applicable witness fees.

Employees who are required to attend court proceeding(s) or deposition related solely to personal litigation shall be granted leave upon approval of the supervisor and such leave shall be charged against personal

reasons leave at the employee's determination. Such request shall not be unreasonably denied.

G. Employee Paid Fringe Benefits During Leave

Any employee granted a Board approved leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing school programs and, with the approval of the retirement system, continue participation in the retirement system during the leave, provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

H. Illness In The Line of Duty

Any permanent bargaining unit employee shall be entitled to illness-in-line-of-duty leave with pay when (s)he has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative.

Each employee shall be entitled up to one hundred and twenty (120) hours for the purpose of authorized Workers' Compensation Doctor's visits and physical therapy. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays, occurring during such leave, shall not be included in the computation of the number of days with respect to which such leave is applicable. A substantiating statement by a physician and a corroborating statement by the administrator shall be required prior to approval of said leave, except that the corroborating statement of the Food & Nutrition Services Director/designee may be subject to the grievance procedure.

I. Computation of Pay for Leave

Paid leave for each employee shall be computed on the basis of the employee's regularly scheduled hours of work and assigned calendars.

J. Family and Medical Leave

The Board shall provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993, as amended, and detailed in Board Policy. A copy of said Policy shall be provided to the employee upon request. Disputes regarding the

application of this provision shall not be subject to the provisions of Article 3.

K. Special Leave

It is the intent of the parties to provide leave of absence to employees who do not meet the minimum annual hours (i.e. 1,250 hours) contained in the Family and Medical Leave Act (FMLA). It is not the intent of the parties for employees to utilize both FMLA and a Special Leave in a calendar year.

A leave of absence under this policy for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July – June) for one of the following reasons:

1. birth of a son or daughter or the employee and in order to care for such son or daughter.
2. placement of a son or daughter with the employee for adoption or foster care.
3. care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
4. a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Employees who are not scheduled to work more than 1,250 hours and actually work at least 784 hours in the calendar year immediately preceding the requested start of the leave shall be eligible to apply for a Special Leave. Employees shall be approved to take a Special Leave for up to twelve (12) weeks provided less than 1,250 hours and at least 784 hours are worked during the aforesated qualifying period. Employees shall receive the following benefits while on the Special Leave:

1. The District shall pay the premiums for the HMO single coverage.
2. Employees who are on leave granted under this policy who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain the coverage for the duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave to make direct premium payments to the Board while on leave.

3. The employee shall be returned to the same job title within the District upon the conclusion of the leave.

Employees may be approved for this leave utilizing the same criteria contained in District Policy 4411, excluding Section 2 (b) of the Rules.

Employees who worked 1,250 or more hours during the calendar year immediately preceding the beginning of the leave shall not be eligible for the Special Leave. Such employees shall be eligible to apply for a FMLA Leave.

L. Bereavement Leave (SICK LEAVE)

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

1. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.
2. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.
3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.
4. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.
5. Bereavement leave shall not affect the employee's perfect attendance award.

M. Sick Leave Buy Back

To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

Non-year round employees who utilize two (2) sick leave days or less during each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year - upon request – receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year. The following procedures apply to the payment of sick leave under this section.

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
2. The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.
3. For purposes of this section, sick leave shall be defined pursuant to all sections of Florida Statutes, Section 1012.61.
4. Days for which such award payment is received shall be deducted from the accumulated leave balance.
5. Payment shall be equal to the number of eligible days times the affected employees' daily rate of base pay times eighty percent (80%).
6. To apply for this benefit, employees must use the District approved Sick Leave Buy Back process.

ARTICLE 12

LAYOFF AND RECALL

In the event the Board determines that the number of employees during the term of their employment must be reduced for any reason, such reduction shall be based on objective, reasonable and nondiscriminatory standards which:

1. shall not be arbitrary or capricious;
2. shall not deprive employees of other rights conferred by this Agreement or Laws of Florida and the United States;
3. shall be capable of uniform application, and;
4. shall be based upon district seniority within the job classification retained. Employee retained must be capable of performing the requirements of the job.

When necessary to reduce personnel, employees who are selected for reduction will, upon request, be notified of District vacancies in the position they occupy. Unit employees who are on layoff shall first be considered for a vacancy prior to the employment of a new applicant. An employee who refuses two (2) offers of employment while on lay-off shall forfeit any further recall rights.

A qualified employee may refuse an offer of recall to a similar job if outside the area where previously employed.

ARTICLE 13
PROMOTIONS, VACANCIES AND TRANSFERS

A. A vacancy shall be deemed to exist when:

1. A new permanent budgeted position is authorized.
2. A person occupying a position leaves the employ of the school system and the position remains an authorized, budgeted position.
3. When a vacancy as defined above occurs in the Food and Nutrition Services Department, the following provisions shall be followed:
 - a. Notice of any vacancy to be filled shall be posted on the bulletin board in a designated work area of all employees. A copy of said notice shall be given to the Federation at the time it is posted.
 - b. The Notice of Vacancy to be filled shall include the title, work location, salary range, classification, qualifications of the position, effective date of the position, information concerning the securing of, and deadline for filing of the application, and the person with whom the application is to be filed.
 - c. The Notice of Vacancy shall remain posted for not less than five (5) working days before the deadline for filing application.
 - d. All applicants shall submit an Application for Existing Vacancy to be filled for any posted vacancy and the administrator shall consider and keep same on file until the position has been filled.
 - e. An applicant, with less than satisfactory in attendance or in overall performance shall be ineligible for a promotion and/or transfer to an existing vacancy.
 - f. Applicants shall be judged on the basis of their ability to perform the work in question. When the qualifications of applicants are substantially equal, preference shall be given to current employees and among such employees, those with the greatest service within the district, provided the goals of affirmative action are observed.
 - g. The applicant must be qualified for the position and/or vacancy.

- h. Vacancies in locations where summer employment opportunities exist shall first be filled by employees who currently work at that location. Any additional vacancies shall be filled by current employees based upon seniority determined by date of hire within the bargaining unit. Vacancies not filled by bargaining unit members shall be posted in accordance with the provisions of this article.

Employees who apply for summer employment opportunities must be available to work the entire duration of the assigned summer program.

An applicant with less than satisfactory in attendance or overall performance shall be ineligible for summer school or summer work employment.

- i. The Food and Nutrition Services Director/Designee shall attempt to notify staff employed for summer employment opportunities of their work assignment within forty-eight (48) hours prior to the start of the summer employment opportunity.
- j. In all situations where vacancies are to be filled, the administrator or his/her designee will interview qualified candidates for the positions. However, there shall be no requirement to interview more than 5 qualified candidates for a vacancy. The final selection will be made in accordance with the provisions of this Article. All probationary/permanent current Board employees that have been interviewed shall be notified within ten (10) business days of the deadline for the filing for the vacancy by the administrator or his/her designee of his/her decision.

- B.** A bargaining unit member may be promoted by the Food and Nutrition Services Department to a unit position at the same work location, providing the promotee meets all job requirements contained in the official Board job description. Under this section, the School Board has no obligation to advertise said position.

When an employee, receives a promotion under the provisions of this Article, the employee will receive the promotional pay rate on the effective date of the promotion. The employee shall serve a forty-five (45) consecutive work day, (*classification*) evaluation period. At the completion of the evaluation period, should the employee's performance be deemed unacceptable, the employee shall be returned to his/her former position at the work site, unless the former position has already been filled. If the

former position has already been filled, the employee will be returned to his/her former position at another work site. Intern Manager Salary will begin from the date the Intern Organization Management Training Program begins.

- C.** An applicant who is appointed to a manager position will have ninety (90) working days to demonstrate satisfactory performance. An Intern Manager who is appointed to a Manager position will have 131 working days to demonstrate a satisfactory performance. If he/she is unable to satisfactorily fulfill the responsibilities of the position, the employee shall be removed from the position and returned to the Intern Manager training program or to their previous job classification at any reasonable location.

An applicant who is appointed to an Assistant Manager position will have ninety (90) working days to demonstrate satisfactory performance to retain this position. If he/she is unable to satisfactorily fulfill the responsibilities of the position, the employee shall be removed from the position and returned to their previous job classification, at any reasonable location.

Employees promoted to a Manager or an Assistant Manager position will receive the promotional pay rate on the effective date of the promotion.

D. VOLUNTARY TRANSFERS

1. Employees who desire a voluntary transfer within their same job classification shall file a Transfer Request Form (APPENDIX A) with the Food and Nutrition Services Department. The transfer request submission period shall be from April 1st through May 15th of each school year and shall be applicable to vacancies in effect from July 1st through June 30th of the subsequent school year. The voluntary transfer request submission deadline does not apply to hardship transfers (see Section E below).
2. Employees requesting a transfer pursuant to this section, may list up to five (5) transfer locations in descending order of preference. Food & Nutrition Services shall have access to the voluntary transfer list.
3. Prior to a declared vacancy being posted, Food & Nutrition Services Director/designee shall interview all persons within the same job classification who have requested a voluntary transfer to a location. Employees who are interviewed shall be notified in writing by the Food & Nutrition Services Department regarding the

outcome of the interview(s). Such notification shall be made within ten (10) working days of the interview.

4. No assignment of new employees/interns to a specific bargaining unit position in the District shall be made until all pending requests for reassignment or transfer to that position have been acted upon.
5. Employees who voluntarily transfer to bargaining unit position vacancies shall earn the salary assigned the position and suffer no loss of seniority.
6. An applicant with an evaluation rating of “less than satisfactory” in attendance or in overall performance shall be ineligible for a transfer to an existing vacant position.

E. HARDSHIP TRANSFERS

For purposes of this section, a “hardship” shall apply to an employee who has completed one year of continuous service with the District. “Hardship” shall be defined as:

1. Employee traveling twenty (20) miles or more one-way from their residence to the work location. The employee shall provide confirmation of eligibility, along with the application, using any nationally recognized navigation/route finder such as, but not limited to, American Automobile Association (AAA), Mapquest.com or other such nationally recognized Internet-based program.
2. Has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanations as determined by Superintendent and/or designee.
3. Employees may request only one (1) hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix A, may be submitted at any time during the fiscal year.
4. An employee who meets the “hardship” definition will be guaranteed an interview for a Board-determined vacancy at any of the work locations that the employee has selected.
5. Hardship transfer applications shall expire at the conclusion of the fiscal year in which the application was submitted.

6. An applicant with an evaluation rating of “less than satisfactory” in attendance or in overall performance shall be ineligible for a transfer to an existing vacant position.

F. INVOLUNTARY TRANSFERS

An involuntary transfer may be made when, in the judgment of the Superintendent/Designee, such a transfer is necessary for the good of the Board. Any employee who is transferred involuntarily will not suffer a reduction of wages or hours for a period of six (6) months or until the end of the school year of the involuntary transfer, whichever occurs earlier. If the involuntary transfer is made after the close of the school year, there shall be no reduction in wages or hours for the first six (6) months of the following school year.

ARTICLE 14

SALARY AND BENEFITS

A. Wages

The salary for employees covered by this Agreement shall be set forth according to the following schedule(s). There shall be no pay raises or salary step advancement unless mutually agreed to by the parties. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for any negotiated salary increase for the subsequent school year and shall remain frozen at the rate of pay for the previous year. The salary schedules will become effective at the commencement of the employee's current assigned calendar. All salaries shall be paid bi-weekly.

For the ~~2018-2019-2020~~ school year, there will be a two percent (2%) increase to the cost of the current salary schedule as of ~~January~~ July 1, 2019. Employees who are employed as of the date of Board approval of this Agreement will receive the increase retroactive to ~~January~~ July 1, 2019.

Supplements Funds: For the 2019-2020 school year, eligible employees of the Federation of Public Employees – Food Service bargaining unit whose effective start date is on or before June 30, 2019, will receive a supplement equal to three and one-half percent (3.5%) of base salary, of which two percent (2%) is from Referendum dollars and one and one-half percent (1.5%) is from the Food Service Reserve.

Said supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro rata portion of the supplements commensurate with the portion of the year actually worked by the Employee.

The parties intend that these supplements will be pensionable. Supplement Funds shall continue to be appropriated to eligible employees in the Federation of Public Employees - Food Service bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

If the Referendum authority expires or is not renewed by the voters, the supplements will end.

The rate of pay for summer school shall be the rate of pay in effect for the prior school year.

1. Food and Nutrition Services Assistants Compensation:

SALARY SCHEDULE
~~2018-2019~~ 2019-2020

	ASST I GENERAL WORKER	ASST IIA COOK/ BAKER	ASST IIB ASST COOK/ BAKER SALAD HEAD	ASST III ASST MANAGER	ASST IV INTERN MANAGER	FOOD SERVICE ATTD- VOC/ ADULT CENTER	FOOD SERVICE LINE MGR- VOC/ AD CTR; SNACK BAR MGR- VOC/ AD CENTER
RANGES							
Minimum	11.57179 11.80323	12.85919 13.11637	12.49992 12.74992	13.18856 13.45233	16.81130 17.14753	11.57179 11.80323	16.81130 17.14753
Maximum	16.16758 16.49093	17.46998 17.81938	17.11067 17.45288	17.67956 18.03315	21.10739 21.52954	16.16758 16.49093	21.10739 21.52954

The rates on this salary schedule and employee salaries subject to it shall increase ~~2.00%~~ effective ~~January~~ July 1, 2019.

- a. Assistant Managers will receive an additional ~~twenty-five (\$0.25)~~ one dollar (\$1.00) per hour added to their base salary.
- b. Beginning Cooks/Bakers IIA, Assistant Cooks/Bakers IIA and Salad Heads, shall be paid at the beginning rate of a school food service Assistant I no longer than forty-five (45) days. After completion of forty-five (45) workdays, Cooks/Bakers IIA shall be paid the base rate for an Assistant IIA, and Assistant Cooks/Bakers IIB, and Salad Heads, shall be paid the base rate of an Assistant IIB. Said rates to be based upon satisfactory recommendation of the Food and Nutrition Services Manager and the approval of the Food and Nutrition Services Director/Designee.
- c. **Key Persons**

In schools with a Dual Manager and Managers with satellite of 100 total breakfast and lunch meals or more, a key person shall be assigned, and shall receive an additional twenty-five cents (\$0.25) per hour for the added responsibilities. The twenty-five cents (\$0.25) per hour will be implemented upon ratification of this Agreement by both parties. The position of key person will be implemented at the discretion of the Manager, and with the approval of the Food and Nutrition Services Director or Designee. The selection of the key person shall be without

regard to Article 13 (Promotions, Vacancies, and Transfers) of the Agreement. A key person shall be assigned and receive twenty-five cents (\$0.25) per hour for added responsibilities at ESE Centers.

- d. **Training Increment:** The District shall continue to offer an in-service training program to unit employees, including an Intern Manager Training Program.

The District reserves the right to establish standards for in-service training programs including but not limited to the type of course offered, attendance standards and eligibility requirements.

Each school Food and Nutrition Services Assistant shall satisfactorily complete three (3) thirty (30)-hour school food service training courses. Foundations of Food and Nutrition Services shall be satisfactorily completed during the first year of employment. Quantity Food Production shall be satisfactorily completed during the first four (4) years of employment and Nutrition shall be satisfactorily completed by the end of the sixth (6th) year of employment.

The six (6) hour Sanitation Course is required to be satisfactorily completed within the first ~~sixty (60)~~ thirty (30) days of employment. There is no increment for this course. An active Sanitation Certificate is required to maintain employment. The Sanitation Certificate shall be valid for three (3) years from the date of issuance.

Refresher courses/training which improve skills necessary for the employee's current position and/or help qualify for promotional opportunities are available.

When verification of training is needed, adjustments may be made up to sixty (60) days after the dates of employment. Such adjustments will be retroactive to the beginning employment date. Training increments for Food and Nutrition Services Assistants will be paid at the conclusion of successful completion.

Additional compensation at the rate of ten cents (\$0.10) per hour shall be paid for each satisfactorily completed Food and Nutrition Services Department approved school food service training course. The Food and Nutrition Services Department

requires employees to take food service refresher courses after completion of their eighth (8th) year of employment.

2. **Food and Nutrition Services Manager Compensation:**

**FOOD AND NUTRITION SERVICES MANAGERS
SALARY SCHEDULE 2018-2019 2019-2020**

Range FSM-E	ELEMENTARY		
	Minimum	Midpoint	Maximum
HOURLY RATE	\$23.21948	\$29.02437	\$34.82925
	<u>\$23.68387</u>	<u>\$29.60486</u>	<u>\$35.52584</u>
*DAILY RATE	\$162.53639	\$203.17056	\$243.80472
	<u>\$177.62903</u>	<u>\$222.03645</u>	<u>\$266.44380</u>
**ANNUAL SALARY	\$33,157.42	\$41,446.79	\$49,736.16
	<u>\$36,236.32</u>	<u>\$45,295.44</u>	<u>\$54,354.54</u>

Range FSM-M	MIDDLE		
	Minimum	Midpoint	Maximum
HOURLY RATE	\$25.54145	\$31.92681	\$38.31217
	<u>\$26.05228</u>	<u>\$32.56535</u>	<u>\$39.07841</u>
*DAILY RATE	\$178.79017	\$223.48764	\$268.18518
	<u>\$195.39210</u>	<u>\$244.24013</u>	<u>\$293.08808</u>
**ANNUAL SALARY	\$36,473.19	\$45,591.48	\$54,709.78
	<u>\$39,859.99</u>	<u>\$49,824.99</u>	<u>\$59,789.97</u>

Range FSM-H	HIGH		
	Minimum	Midpoint	Maximum
HOURLY RATE	\$28.09559	\$35.11949	\$42.14338
	<u>\$28.65750</u>	<u>\$35.82188</u>	<u>\$42.98625</u>
*DAILY RATE	\$196.66916	\$245.83641	\$295.00367
	<u>\$214.93125</u>	<u>\$268.66410</u>	<u>\$322.39688</u>
**ANNUAL SALARY	\$40,120.51	\$50,150.63	\$60,180.75
	<u>\$43,845.98</u>	<u>\$54,807.48</u>	<u>\$65,768.96</u>

*DAILY RATE is calculated based on a seven and one-half (7.5) hour workday.

**ANNUAL SALARY is based on the Board Approved Employee Calendar

The rates on this salary schedule and employee salaries subject to it shall increase 2.00% effective ~~January~~ July 1, 2019.

- a. The Food and Nutrition Services Manager Salary Schedule consists of three (3) salary ranges: FSM-E (Elementary), FSM-M (Middle), or FSM-H (High School). Each Food and Nutrition Services Manager will be assigned to the salary range corresponding to the school level of the base, or main school, to which the Food and Nutrition Services Manager is assigned. Employees who are newly appointed as Food and Nutrition Services Managers, either through an internal promotion or external hire, will start at the minimum of the assigned salary

range. In no case will the assigned salary be less than the range minimum or more than the range maximum.

The base salary for Food and Nutrition Services Managers transitioning to the new salary schedule will be based on a total of the prior base salary plus actual breakfast increments, if any.

The base salary for Food and Nutrition Services Managers, who transfer between schools, will be paid according to the salary schedule that corresponds to the level of the new school. The assigned base salary in the new position will be based on maintaining the same relative base salary placement relative to the minimum of the new salary range as it was in the prior salary range and may go up, down, or remain the same. In no case will the resulting base salary be less than the corresponding salary range minimum or more than the salary range maximum. The formula to determine the base salary in the new position is:

$$\text{New Base Salary} = (\text{Current Base Salary} \div \text{Current Range Minimum}) \times \text{New Range Minimum}$$

- b. **Satellite and Dual Site Incentive Programs** – In addition to their base schools, Food and Nutrition Services Managers may be assigned Satellite Schools and/or Dual Site Schools based on the following criteria:

- i. SATELLITE SITES – provide support for a limited food service operation from the base school

Menu Production

- Grocery order for satellite incorporated in base school order
- Kettle items prepared and supplied from base school
- Payroll included in base location

- ii. DUAL SITES – manage full operation for both sites

Menu Production

- Separate grocery orders
- **Full menu prepared at both sites**
- Separate payroll for **each** site

Satellite and Dual Site Incentives

~~2018-2019~~ 2019-2020

Satellite Incentive Based on Total ADDITIONAL Meals and Sites								
Combined Total Number of Satellite Meals Served by Manager = Category A-D								
# of Sites	A <50		B 50 – 199		C 200 – 400		D >400	
	Hourly	*Annual	Hourly	*Annual	Hourly	*Annual	Hourly	*Annual
1	\$0.25	\$357.00	\$0.55	\$785.00	\$1.10	\$1,570.00	\$2.20	\$3,141.60
2	\$0.35	\$499.80	\$0.75	\$1,071.00	\$1.50	\$2,142.00	\$3.00	\$4,284.00
3	\$0.60	\$856.80	\$1.20	\$1,713.60	\$2.40	\$3,427.20	\$4.80	\$6,854.40
4+	\$1.05	\$1,499.40	\$2.10	\$2,998.80	\$4.20	\$5,997.60	\$8.40	\$11,995.20

Annual Satellite **Incentive is based on the Board Approved Employee Calendar

- The Satellite Incentive will be based on a combination of the assigned number of sites and the total breakfast and lunch meals from all satellites assigned to the Food and Nutrition Services Manager.
- Number of meals for a new satellite, for the first year of operation, will be based on an existing location which has a comparable student population.
- Consideration of the Satellite Incentive will take place based on either discontinuation of the satellite or satellite reassignment.
- The meal count number will be confirmed by January 15th of the current school year. Any satellite incentive adjustments shall take effect no later than the first full pay period in February.
- The incentive will be a separate payment and based on the hours worked times the rate that corresponds to a combination of the sites and total meals.

Dual Site Incentive Based on Dual Site School Level – 2018-2019 2019-2020			
Category		Incentive	
		Total	
		Hourly	*Annual
	Elementary or Center	\$6.48757	\$9,264.25
	Middle	\$8.48757	\$12,120.25
	High	\$10.48757	14,976.25

**Annual Dual Site Incentive is based on the Board Approved Employee Calendar

- The Dual Site Incentive will be based on the school level of the additional site.
- The incentive will be a separate payment and based on hours worked times the correspondence hourly rate of the Dual Site category.
- Payment of the incentive will cease if the ~~Dial~~ Dual Site is eliminated or reassigned.

c. **Food and Nutrition Services Manager Training Increments:**

In order to be appointed as a Manager, an applicant must have satisfactorily completed the Intern Organization and Management Training Course. Each Manager shall be required to satisfactorily complete a minimum of four (4) school food service training courses: Foundations, Nutrition, and Quantity Food Production, and Organization and Management. A Manager must maintain a current CPR certificate. A minimum of one (1) course shall be taken each year until all are completed satisfactorily. The Sanitation Certificate shall be valid for three (3) years from the date of issuance for all Managers.

Managers who are relieved of other managerial responsibilities for special school assignments such as (1) double sessions or (2) extended day in order to improve the program shall not have their salary penalized for the remainder of the school year.

Increments shall be based on a monthly increment of ten dollars and fifty cents (\$10.50) per approved school food service training course. ~~The maximum monthly training increment any Food and Nutrition Services Manager shall receive is fifty-nine dollars and fifty cents (\$59.50).~~ In order to maintain the training increments, the Food and Nutrition Services Department may require employees to take food service refresher courses. Employees are required to take no more than one refresher course every four (4) years after completion of their eighth (8th) year of employment. Said course shall not exceed thirty (30) hours.

Actual payment of the increment is based on paying the corresponding hourly rate to maintain the monthly minimum and maximum amounts stated above. If the standard number of hours and/or days of work change due to future contract changes, the hourly rate of the minimum/maximum training increment shall be adjusted accordingly.

The hourly rates effective July 1, ~~2009~~ 2019, based on 142.8 working hours/month are:

Courses	Increment	
	Monthly	Hourly
1	\$10.50	\$0.07353
2	\$21.31	\$0.14926
3	\$31.97	\$0.22389
4	\$42.63	\$0.29852
5	\$53.29	\$0.37315
6	\$59.50	\$0.41667

B. Staffing: The Manager has the right to make a recommendation to the Food and Nutrition Services Department in the following areas:

- a. The appointment of all assistants.
- b. That Assistant Managers be employed in schools serving 850 lunches or more. The lunches would include complete meals plus a la carte meal equivalents.
In dual schools when one (1) school serves 850 lunches or more the Assistant Manager may at the discretion of the Manager be scheduled as a Dual Assistant Manager.
- c. That Assistant Cooks/Bakers be employed in schools serving 700 or more lunches.
- d. Salad Heads shall be employed in schools serving 75 or more salads ~~subject to the Food and Nutrition Services Director or Designee approving the completion of the Salad Head's forty-five (45) day evaluation period. If approved, then t~~The permanent employee shall receive the higher rate of pay ~~retroactively to starting on the first (1st) day of performing in the Salad Head's position, only if they are a permanent employee.~~
- e. The Food and Nutrition Services Department shall be vested with final authority to determine staff requirements in accordance with the provisions of this Agreement.

C. Benefits

1. Personal Auto Use

Any employee required to have access to an automobile to perform District duties shall be provided for mileage reimbursement at rates established in accordance with the Florida Statutes and District

policies, rules and regulations. All such trips must be pre-authorized by the immediate supervisor.

2. Career/Longevity Incentive

Career/Longevity Incentive payments shall be paid after the employee has completed his/her fifteenth (15th), twentieth (20th), and twenty-fifth (25th) consecutive year of employment. All Food and Nutrition Services employees working four (4) hours or more are eligible.

The payments in lump sum will be made according to the following schedule at the beginning of each school year.

Completion of fifteenth (15th) year = \$600.00

Completion of twentieth (20th) 20th year = \$1,100.00

Completion of twenty-fifth (25th) year = \$1,600.00

A full year of service shall be credited to all employees who have worked one (1) day more than half of their calendar.

3. Work in Higher Classification

The Board agrees that any unit member who is temporarily assigned by his immediate administrator to a position higher than his normal job classification shall receive additional remuneration for the time worked in the higher classification, equal to the position to which he/she is temporarily assigned, provided that he/she has satisfactorily performed the duties of the temporary assignment for a period not less than thirty (30) consecutive working days during the year in which the temporary assignment is made, except when the employee is being trained in a bona fide training program for a higher paying classification. In such cases, the employee will be paid their current rate in their regular classification during such training time. Only permanent employees shall receive the additional remuneration retroactively to the first day of performing the higher classification.

4. Errors in Paycheck

In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Such recovery shall not be made until the employee has received one additional check without such deductions being made. Employees shall contact the Location Payroll Contact Person for an explanation of the error. If the Location Payroll Contact Person cannot provide an explanation, the employee may contact the Payroll Department.

- a. **Overpayment of \$100 or Less** — If an employee has been overpaid by \$100 or less, a corrective adjustment shall be made automatically to the affected employee's next paycheck. The Location Payroll Contact Person will provide an explanation for the overpayment to the affected employee.
- b. **Underpayment** — In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated.
- c. **Overpayment Greater than \$100.00 (except for former employees):**
 - i. The District may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.
 - ii. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of \$100.00 has occurred. The form will contain two (2) payback options for the employee to select and return to the Payroll Department within five (5) workdays.
 - iii. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.
 - iv. Overpayments should be recouped in the calendar year in which it was discovered.
 - v. The number of payments in the pay back schedule shall not be less than the following:

\$1- \$100.00	1 Payment
\$100.01 - \$500.00	4 Payments
\$500.01 - \$1,000.00	8 Payments
\$1,000.01 - \$1,800.00	12 Payments

For amounts above \$1,800.00 no payment shall exceed \$500.00 per paycheck

vi. If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the Board.

vii. **Hardship**

If the financial burden of repaying the overpayment would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one of the criteria listed below to qualify for a hardship reduction.

- Death of spouse or dependent
- Legal Separation of Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including layoff or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

\$100.01 - \$500.00	8 payments
\$500.01 - \$1,000.00	16 payments
\$1,000.01 - \$1,800.00	24 payments
For amount above \$1,800.00	\$100 per check

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on a year long unpaid leave of absence.

D. Perfect/Good Attendance Award

To reward the Food and Nutrition Services unit employees who exercise particular care in the maintenance of their personal health and job attendance during the current school year, the Board and the Federation provide a Perfect/Good Attendance Award. Any Food Service unit employee who works the full school year (excluding summer school) without any absenteeism (excluding jury duty/bereavement leave) shall be eligible for the award. Nothing in this Agreement shall be construed to mean that a

Food Service unit employee shall be required to work summer school in order to qualify for the Perfect/Good Attendance Award. Any Food and Nutrition Services unit employee who had Perfect/Good attendance for the full current school year shall receive a check in the amount of \$250/\$150.

The Perfect/Good Attendance Award is a one (1) time benefit for Food and Nutrition Services unit employees who had Perfect/Good attendance for the current school year. This award shall not be applicable in future school years unless specifically called for in the Agreement.

The parties agree that loss of time due to jury duty will not disqualify an employee from receiving the Perfect/Good Attendance Award. Those employees with Perfect/Good Attendance will be placed at another work site on early release and exam days within their geographic area in lieu of reduced hours. Employees who opt out not to work on exam days, high school reform days and other similar schedule changes that may be made by the District will not be disqualified from receiving attendance awards for absences on said days.

1. Perfect Attendance (0 day/year)
An employee without any absenteeism shall receive \$250.00. No employee shall receive more than \$250.00 for the school year.
2. Good Attendance (2 days/year)
An employee shall receive \$150.00 total for the entire year if they have no more than two (2) absences per year.

E. SALARY PAYMENTS: For payroll purposes, the work week shall be defined as Monday through Sunday. In any year, the net pay amounts on the first and last paychecks of the year may vary. Employees working less than a 244 day calendar shall select one (1) of the following salary payment options:

1. **Year-round pay:** Employees qualified for selecting this option shall determine the dollar amount to be deducted from their bi-weekly paychecks to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account. Qualified employees shall also have the option of selecting the number of summer pays to be received during the summer months. No deduction for health insurance, union dues, or TSA shall be made from summer paychecks. Newly hired employees who are hired after the close of the enrollment period for this payroll option who desire year round pay must make this selection at the time of employment.

OR

2. **Contractual pay (No summer paychecks – Default Selection):** The employee's salary shall be paid in bi-weekly payments throughout the contractual year. Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer pay checks. This selection shall be the default selection for employees who fail to make a selection during the payroll options period and shall be paid via direct deposit to the financial institution of the employee's choice.

OR

3. **Summer Savings Account:** The employee's salary shall be paid in bi-weekly direct deposit payments throughout the contractual year. Under this plan, the employee's contract will be paid in full by the conclusion of his/her calendar. The employee will have the option to open a summer savings account at the financial institution of his/her choice at any time during the fiscal year and may opt to have the deduction amount of his/her choice paid into the summer savings account.

Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year.

It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

F. DIRECT DEPOSIT:

Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than five (5) direct deposit accounts. Employees shall be required to have their salaries paid via direct deposit to the financial institution of their choice.

ARTICLE 15 INSURANCE

- A. COVERAGE:** Employees working a minimum of three (3) hours per day or fifteen (15) hours per week shall receive health, dental and vision insurance coverage only with premium payments for individual employees to be paid by the District.

Federation bargaining unit employees working at least four (4) hours per day or twenty (20) hours per week shall receive health, dental, vision, life (basic) and disability (basic) insurance coverages with premium payments for individual employees being paid by the District.

Benefits will begin the first of the month following a waiting period of up to ninety (90) days.

- B. Health and Dental Insurance:** The District shall pay the following premiums for individual employee's health and dental insurance:

1. For employees that elect dental insurance, the District shall provide a maximum of \$10.80 per month toward the elected dental insurance in accordance with the term and schedule of benefits currently in effect.
 - a. The District agrees to pay 100% of the cost of the health insurance premium equivalent for employee-only coverage for the three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner

that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

- b. All new employees may elect to enroll in a District offered plan of their choice subject to conditions for enrollment in such plan.
- c. Benefit levels, plan design, cost containment for the plan, premium contributions and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.
- d. An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School District of Broward County's medical health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents (\$750) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent the provisions of said plan.
- e. During the clearance process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

- C. GROUP TERM LIFE INSURANCE:** The District shall provide, without cost to each eligible employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded up to the next higher multiple of one thousand dollars (\$1,000), and subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000). The District shall provide group term life insurance for all permanent school food service personnel who work at least four (4) hours a day/twenty (20) hours a week.

The employees shall have the option of purchasing, at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1 1/4) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars (\$1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the Board. Each employee shall have the option, at the employee's expense, through a direct pay method, to port the coverage or convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, according and subject to the provisions of the group life insurance policy.

- D. DISABILITY INSURANCE:** The District shall provide a core disability plan, in accordance and subject to the terms and benefits in the insurance policy, for all permanent school food service personnel who work at least four (4) hours a day/ twenty (20) hours a week. The employee shall have the option of purchasing at their own expense, through payroll deductions, an enhanced disability plan.

In computing a bargaining unit member's disability pay, the actual number of workdays shall include all paid holidays.

- E. ANNUITY PROGRAMS:** The District shall make available through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.
- F. RETURNING FROM DISABILITY LEAVE:** It is agreed and understood that the District has no obligation to provide an employee returning from disability leave with a light duty assignment. It is further agreed that the District shall not remove an employee from disability leave for the reason that the employee is able to perform a light duty assignment when such assignment does not exist.
- G. JURISDICTION:** The specific insurance benefits and levels of benefits agreed to by the parties shall be contained and set forth in insurance

booklets which will be distributed electronically to all eligible unit members or maintained on the Benefit Department's website.

The Federation reserves the right to review current insurance contracts offered to employees.

- H. LIABILITY INSURANCE:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars (\$500,000) for each employee in case of suit arising from or in the performance of the employee's duties.
- I. VISION INSURANCE:** The Board shall provide, without cost to the employee, a vision insurance program in accordance with the terms and benefits in the summary plan description.
- J. CAFETERIA PLAN:** Employees who are currently eligible for all fringe benefits shall have access to the "Cafeteria Plan" established by the Board. The following criteria shall apply to the granting of cafeteria insurance benefits:

 - 1. The Board will provide twenty-five dollars and no cents (\$25.00) per month not to exceed \$300.00 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars and no cents (\$25.00) per month for each full month of employment.
 - 2. The specific benefit components of the Cafeteria Plan shall be maintained on the Benefits Department website.
- K. FOURTH TIER:** The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses District employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the District ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.
- L. DECLINING/OPTING-OUT OF INSURANCE:** An employee eligible for health insurance may voluntarily decline/opt-out such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School Board of Broward County's health insurance program shall be

reimbursed at a rate of \$750.00 per year (opt-out dollars) only if such proof is provided. If the employee does not provide proof of other medical insurance, then the employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.

ARTICLE 16
RETIREMENT PAY

- A. Any employee at normal retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay if he/she meets the following provisions.
1. The unit member retired from the District.
 2. Retirement shall be defined as retirement under the Florida Retirement System or any other plan established by the State Legislature. Retirement shall not be interpreted to include disability retirement.
 3. The unit member must be eligible for retirement as of his/her last date of employment.
 4. The unit member must, within 180 days of the last day of employment with the District, prove acceptance into the Retirement System by having received and cashed his/her retirement check.
- B. Such terminal pay shall not exceed an amount determined as follows:
Benefit Calculations:
1. During the first three (3) years of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.
 2. During the fourth (4th) through (6th) years of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of accumulated sick leave earned after July 1, 1994.

3. During the seventh (7th) through ninth (9th) years of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
 4. During the tenth (10th) through the twelfth (12th) year of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days accumulated sick leave earned after July 1, 1994.
 5. During and after the thirteenth (13th) year of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- C. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This agreement requires the retiring Board employee to seek, accept and cash the first retirement benefit check issued by the Florida Retirement System. The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

***Note:** At the time sick leave is earned shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

ARTICLE 17
REAPPOINTMENT RIGHTS

- A. Employees who resign in good standing, if reemployed within one (1) year from the date of resignation, shall retain credit for their years of experience as a unit member with the District and shall retain their unused accumulated sick leave earned prior to termination. Additionally, credit for any courses previously attained prior to resignation shall remain valid. Such an employee's salary shall be in accordance with the salary schedule for the position to which the person is being employed. The returning employee shall serve a forty-five (45) day probationary period and shall be placed on the first step of the salary schedule and shall not be able to use sick leave until the completion of the probationary period. The employee shall be placed on the same step level, or the equivalent, held in his/her former classification and paid retroactively to the beginning date of reemployment after satisfactorily completing the probationary period.
- B. Employees who are laid off without prejudice, if reemployed within two (2) years from the date of layoff, shall retain credit for seniority as a unit member with the District and retain unused accumulated sick leave earned prior to layoff. Salary shall be in accordance with the salary schedule for the position in which they are being employed. If the employee returns to the same classification, the employee shall serve no probationary period. If the employee returns to a position in a higher classification than held previous to layoff, the employee shall serve a thirty (30) day probationary period. Employees returning to the same classification or a lower classification than the position held previous to layoff shall be placed on the same step level as he/she held prior to layoff.
- C. Supervisor or Manager may recommend a waiver of probation or a reduction in the probationary time. Such written recommendation shall be sent to the Food & Nutrition Services Director, who has the authority to approve or disapprove the recommendation. Upon completion of the probationary period, employees may use earned sick leave.

ARTICLE 18
TERM OF AGREEMENT

- A. This Agreement shall remain in effect July 1, 2017 through June 30, 2020, at which time it will expire. This Agreement shall be renewed automatically from year to year thereafter, unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract.
- B. Either party may at any time prior to May 1 of each contract year initiate a reopening of negotiations for the purpose of establishing a new salary schedule and/or opening Article 15 (Insurance) and Article 14 (Wages). Also, each party may select two (2) other articles to be re-negotiated each year.

Either the District or FOPE may require commencement of negotiations, by written notice to the President of the Federation of Public Employees (FOPE) or the Superintendent of Schools, respectively, prior to May 1 of each contract year.

The School Board of Broward County, FL

Federation of Public Employees

Chair

Daniel Reynolds, Division President

Superintendent of Schools

Glynda Linton, Chief Negotiator

Susan L. Cooper, Chief Negotiator

Carol Nicome-Brady, Chief Negotiator

NEGOTIATION TEAMS FOR 2018-2019

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Chief Negotiators

Susan L. Cooper, Director, Employee & Labor Relations
Dorothy W. Davis, Co-Chief Negotiator, Employee & Labor Relations

Team Members

Edda K. Davila, Clerk Specialist B, Employee & Labor Relations
Dominique Diambois, Manager, Employee & Labor Relations
Marzaleen Fazekas, Office Manager, Food and Nutrition Services
Arthur McDonald III, Area Supervisor II, Food and Nutrition Services
Mark Mills, Financial Manager, Food and Nutrition Services
Mary Mulder, Director, Food and Nutrition Services
Diane Punziano, Assistant Director, Food and Nutrition Services
Debbie-Ann Scott, Tasked Assigned Director, Compensation & HRSS

FEDERATION OF PUBLIC EMPLOYEES

Chief Negotiator

Glynda Linton, FOPE Business Representative
Carol Nicome-Brady, FOPE Business Representative

Team Members

Rosemary Bryant, Food Service Manager, Pompano Beach High
Krystle Connell, Food Service Manager, Northeast High
Mona Joseph-Callaway, Food Service Manager, Dillard High
Karen Lynch, Food Service Manager, Dillard Elementary
Quevilla Miller, Food Service Manager, Parkside Elementary
Kamika Newman, Food Service Manager, Crystal Lake Middle
Robin Wilson, Food Service Manager, Village Elementary

REQUEST FOR TRANSFER (FOPE-FOOD SERVICE)

VOLUNTARY ☐

HARDSHIP* ☐

EMPLOYEE NAME: _____

REQUEST DATE: _____

EMPLOYEE ADDRESS: _____

PERSONNEL NO. _____

CURRENT SCHOOL/DEPARTMENT: _____

PRESENT CLASSIFICATION: _____

CURRENT DAILY WORK HOURS _____

I REQUEST A TRANSFER TO THE FOLLOWING LOCATION(S) IN DECENDING ORDER OF PERPERENCE:

LOCATION NUMBER	LOCATION NAME
1.	
2.	
3.	
4.	
5.	

REASON FOR REQUEST *(Optional for Voluntary)*:

*Hardship – travel 20 miles or more one way to work or have a serious medical/personal problem (must be documented).

Employees who request a transfer, within the same job classification as a vacancy, shall be given an interview by the hiring Administrator. See Article 13 of the Collective Bargaining Agreement between the Federation of Public Employees – Food Service (FOPE – Food Service) and The School Board of Broward County, Florida (SBBC).

Employee’s Signature

Date

DISTRIBUTION:

- Original to Food & Nutrition Services
- Copy to Administrator **(Optional)**
- Copy to be retained by Employee



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-1840 • Fax: 754-321-2704

Employee & Labor Relations
Susan L. Cooper, Director
754-321-2140
Susan.cooper@browardschools.com
www.browardschools.com

**The School Board of
Broward County, Florida**

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Heather P. Brinkworth
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA AND
THE FEDERATION OF PUBLIC EMPLOYEES**

This Memorandum of Understanding (MOU) is made on this _____, 2020, by and between the School Board of Broward County, Florida (SBBC) and the Federation of Public Employees (FOPE), Food Service.

Purpose:

The purpose of the Memorandum of Understanding is to memorialize the parties understanding and agreement regarding to additional compensation to FOPE Food Service employees who have worked at SBBC meal and food distribution sites since March 30, 2020 during the impact of COVID-19, SBBC and FOPE (the parties), agree to the following:

Duration:

This memorandum shall commence effective the date of signing.

Scope:

WHEREAS Article 14-Wages and Benefits-outlines the salaries schedules for Food Service employees. The SBBC and FOPE recognize the contribution of the Food Service employees working during the COVID-19 epidemic at SBBC meal and food distribution sites that have been feeding SBBC students and families since March 30, 2020.

WHEREAS

Terms and Conditions:

Effective the date of the execution of this agreement, FOPE Food Service employees who have been called to work and whom have worked during the COVID-19 pandemic at the

SBBC meal and food distribution sites since March 30, 2020, shall be compensated for the hours worked at the rate of one and one-half times (1.5) their salary rate rather than straight time, that is their regular hourly rate. This additional compensation will be paid upon the execution of this agreement and will be retroactive to March 30, 2020. The compensation to be paid shall have payroll adjustments to reflect the salary already received by the employees. This incentive shall not constitute overtime under the Fair Standards Labor Act applicable regulations.

Acknowledgment, Signatures and Dates:

The parties further agree that this MOU is final and binding, nor shall the terms of the agreement constitute a precedent that may be extended to other employees. The terms of this Memorandum of Understanding will not constitute a precedent for pending or future contract interpretation, negotiation or grievances during the duration of the MOU.

This MOU shall sunset on June 30, 2020.

The School Board of Broward County, Florida	Date
Susan L. Cooper, Director	
Employee & Labor Relations	

Federation of Public Employees	Date
Dan Reynolds, FOPE President	

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