

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**2013-2014  
SCHOOL YEAR**

**AUGUST 15, 2013 - AUGUST 14, 2016**

**ARTICLE 1**  
**RECOGNITION AND NEGOTIATION PROCEDURES**

**A. Recognition**

The Board 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 satisfactory 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 Board and two (2) copies by the Federation.

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

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

- A.** It is understood and agreed that the Board/Administration possess 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 Board/Administration 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 Board/Administration 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 discipline.
5. Take disciplinary 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 Board/Administration determine 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 Board/Administration 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 Board 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 annexed 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.
- D.** 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 Statute 231.291 (1) (c). 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. In the event a grievance is filed, the disciplinary action memo/form shall be held with the Food & Nutrition Service Director or designee in an abeyance folder until the grievance process has been exhausted.

**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 school building, it may be filed with the Superintendent/designee. 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 Superintendent/designee within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days, the Superintendent/designee 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 Superintendent/designee, 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 and/or the American Arbitration Association 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 filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board'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 the 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 Superintendent/designee 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 discipline, 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 one hundred thirty one (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 School Board.
- C.** During said probationary period, the School Board 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 School Board policy grievance procedure. The only exception to this rule is for disciplinary action which is the result of lawful union activity.
- E.** An employee who substitutes at least thirty (30) days at a specific location in any one (1) school or calendar year, five (5) of those days being consecutive days, and is subsequently hired as a probationary employee during that year shall have the substitute time up to 45 days credited toward their probationary period.

**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 Board 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 day before and the day after the holiday, unless the employee was on, sick, or approved personal reasons leave by the Food & Nutrition Services Director. The School Board, 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 scheduled workday between the two holidays, employees must work the scheduled day before the first holiday in order to receive pay for the holiday, and must work the 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 School Board'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 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. Exam Days/Professional Days~~**

~~High School when only breakfast is being served because students are having examinations, employees should be allowed to take a personal reasons leave, leave without pay or be assigned to another school for the day, if work is still available. Good and Perfect attendance and Sick Leave Buy Back shall not be affected by the employee's selection.~~

**ED. Intern Employees**

In the absence of a cook or baker, an intern or floating cook/baker may be requested. If no intern, floating cook/baker, or sub 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. The manager shall notify the immediate supervisor when approving overtime that exceeds the normal staffing pattern.

**FE. Manager Summer Meetings**

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

**GF. 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.

**HG. 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.

**IH. Student Discipline**

Discipline of students shall be the responsibility of the Administration.

**JI. 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.

**KJ. Physical Examination**

The School Board may request current employees to take a physical examination if the Board 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. In the event that a positive test result occurs, the Board has the authority to require the employee to pay for the examination.

**LK. Personnel Files**

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

Any Performance evaluation, record of counseling, warning, reprimand, 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 School Board 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.

**ML. Labor Management Committee**

Representatives of the Federation and the Board shall meet on an as needed basis during the regular school year for the purpose of Labor Management meetings. These meetings shall be to resolve problems, present suggestions, and are not intended for the purpose of negotiating or to bypass the grievance procedure. Prior to each meeting, the parties may submit to each other an agenda covering the items to be discussed.

**NM. 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.

**ON. 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.

**PO. 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 family member is responsible for the supervision of another employee who is a family member.

**QP. 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 reprimand, record of counseling or disciplinary 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.

**RQ. Reimbursement for Personal Attack or Damage to Personal Vehicle**

If an employee is attacked or assaulted in the course of his/her employment, the Board will insure or otherwise reimburse said employee for any loss, damage or destruction of clothing or personal property up to one hundred dollars (\$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 three hundred dollars (\$300) when it is determined that the damage was caused on School Board 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 three hundred dollars (\$300). Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination. The Board's maximum liability under this section is three thousand and six hundred dollars (\$3,600) per school year.

**SR. 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.

**TS. 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.

**UT. Anti-Bullying and Harassment**

The District and its employees shall comply with the School Board 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 School Board for these deductions. The exact amount of monies to be deducted for each employee shall be provided by the Federation to the School Board. Any changes in the amounts to be deducted shall be given to the School Board thirty (30) days in advance. These monies shall be deducted each pay period, and shall be submitted along with a 3 1/2 inch high density floppy diskette, ASCII format, fixed length or CD-ROM. 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 tape will include all members' social security numbers, first names, middle initials, last names, the amount of dues deductions and the date of the deductions.
2. The Federation shall indemnify the School Board and hold the School Board harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the School Board 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, social security 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 School Board agrees to make available to the Federation at a charge not to exceed that authorized by Florida Statute 119.07, the following:

1. Full School Board Agendas furnished School Board members.
2. Minutes of School Board 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 Board 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 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 School Board 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 Board 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 Board's mail system.

FOPE notices may be posted on CAB 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 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 Relations Department and the FOPE.

**H. Parking/I.D. Passes**

The President of the Federation and all full-time paid Federation staff members assigned to work with the School Board 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 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 447.203 (6), 447.501 (2) and 447.505.

In accordance with Chapter 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 discipline, 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, religion, disability, age, national origin or sexual orientation.
- 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 (11-J) 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 race, color, religion, sex, national origin or disability. 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 School Board of Broward County Equal Educational Opportunities Department, the United States

Equal Employment Opportunity Commission, the Florida Commission on Human Rights, or the applicable Florida or Federal court. Claims of employment discrimination based on race, color, religion, sex, national origin or disability 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 tour of duty shall be a minimum of three (3) hours per day and shall not exceed seven (7) hours per day excluding a designated lunch period.
3. 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 School Board, or any other public official, declares an emergency and directs the School Board 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 an additional two (2) days per year to be utilized as "cleaning/training days" to 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 (1/2) 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 (1/2) 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 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 Service shall budget six thousand dollars (\$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 of Public Employees 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 service 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 School Board employees, and as provided for in this Agreement and in School Board 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 (1) day of sick leave for each month of employment at the end of that month, 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. School food service employees who are employed by the School Board during summer school shall receive credit for sick leave. Employees who work one (1) day over one-half of the summer school program shall earn one (1) day of sick leave.
4. Food Service employees who are employed at a school which has the extended school year (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 two hundred fifty (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 FOPE 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 FOPE 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 FOPE 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 four thousand (\$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 FOPE 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 & 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 (11-I) 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 (1250) 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 employees 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 12 weeks provided less than 1,250 hours and more than 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. Employee shall be eligible to continue participation in the Family Plan and PPO coverages provided the employee pays the cost of such coverage.
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 School Board 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 employee 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 31<sup>st</sup> 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 F.S.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 Form.

**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 School Food Service 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 or to work in a summer employment opportunity.
    - 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 as 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.
- 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 in writing 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 School Food Service 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.

- 1. When an employee, who has completed his/her probation period, receives a promotion under the provisions of this article, the employee shall serve a thirty (30) consecutive work day evaluation period and shall be paid the rate of pay of the position formerly held by the employee. 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. If the employee's performance in the position to which the employee is promoted, is satisfactory, in that position, the pay will be at the rate of the promotional position retroactive to the initial date of the promotion. Intern Manager Salary will begin from the date the Intern Organization Management Training Program begins.

2. When an employee, who has not completed his/her probation period, receives a promotion under the provisions of this article, the employee shall serve a forty-five (45) consecutive work day evaluation period and shall be paid the rate of pay of the position formerly held by the employee. 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. If the employee's performance in the position to which the employee is promoted, is satisfactory, in that position, the pay will be as specified in Article 14-A-1-b.

C. An applicant who is appointed to a manager position will have (90) working days to demonstrated 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 assistant manager position will have ninety (90) working days to demonstrate satisfactory performance to retain this position. Permanent employees who retain assistant manager position shall receive retroactive payment (ninety (90) working days) for the assistant manager 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.

#### **D. VOLUNTARY TRANSFERS**

1. Employees who desire a voluntary transfer within their same job classification shall file a Transfer Request Form with the Food and Nutrition Services Department. The transfer request submission period shall be from April 1<sup>st</sup> through May 15<sup>th</sup> of each school year and shall be applicable to vacancies in effect from July 1<sup>st</sup> through June 30<sup>th</sup> 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 school 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. HARSHIP 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 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 nationality 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 hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix C, 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.

**DF. 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.

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

**1. Food Service Assistants Compensation:**

**FOOD SERVICE ASSISTANTS' SALARY SCHEDULE  
2012-2013 2013-2014**

| RANGES         | ASST I<br>GENERAL<br>WORKER | ASST IIA<br>COOK/<br>BAKER | ASST IIB<br>ASST COOK/<br>BAKER<br>SALAD HEAD | ASST III<br>ASST<br>MANAGER | ASST IV<br>INTERN<br>MANAGER | FOOD<br>SERVICE<br>ATTD VOC/<br>ADULT<br>CENTER | FOOD<br>SERVICE<br>LINE MGR<br>VOC/<br>AD CTR;<br>SNACK<br>BAR MGR<br>VOC/<br>AD CENTER |
|----------------|-----------------------------|----------------------------|---|-----------------------------|------------------------------|---|---|
| <b>Minimum</b> | 10.23846                    | 11.37752                   | 11.05964                                      | 11.66893                    | 14.87426                     | 10.23846  | 14.87426  |
| <b>Maximum</b> | 14.30470                    | 15.45704                   | 15.13913                                      | 15.64246                    | 18.67533                     | 14.30470  | 18.67533  |

The rates on this Food Service Assistant Salary Schedule and employee salaries subject to it shall increase 2.5% effective January 1, 2014.

- a. Assistant Managers who work one day more than half of their assigned calendar, will receive an additional twenty-five (\$.25) per hour added to their base salary.
- b. Beginning Cooks/Bakers, Assistant Cooks/Bakers 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 shall be paid the base rate for an Assistant IIA, and Assistant Cooks/Bakers, and Salad Heads, shall be paid the base rate of an Assistant IIB. Said rates to be based upon satisfactory recommendation of the Food Service Manager and the approval of the Food & Nutrition Services Director/designee.
- c. **Key Persons**

In schools with a dual manager and managers with satellite of 100 meals or more, a key person shall be assigned, and shall receive an additional twenty-five (\$0.25) per hour for the added responsibilities. They twenty-five cents (\$0.25) per hour will be implemented upon ratification of this Collective Bargaining 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 & Nutrition Services Director. The selection of the key person shall be without regard to Article 13 (Promotions, Vacancies, and Transfers) of the present Collective Bargaining 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 School Board shall continue to offer an in-service training program to unit employees, including an Intern Manager Training Program.

The School Board 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 Service Assistant shall satisfactorily complete three (3) thirty(30)-hour school food service training courses. Foundations of School Food Service shall be satisfactorily completed during the first year of employment. Nutrition Quantity Food Production shall be satisfactorily completed during the first four (4) years of employment and Quantity Food Production Nutrition shall be satisfactorily completed by the end of the sixth year of employment. ~~The Sanitation Certificate shall be valid for three (3) years from the date of issuance.~~

The six (6) hour Sanitation Course is required to be satisfactorily completed within the first year 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 School Food Service Assistants will be adjusted in September and January.

Additional compensation at the rate of ten cents (\$0.10) per hour shall be paid for each satisfactorily completed School Food Service

Department approved school food service training course. In order to maintain the training increment, the School Food Service Department may require employees to take food service refresher courses after completion of their 8<sup>th</sup> year of employment.

2. **Food Service Manager Compensation:**

FOOD SERVICE MANAGERS  
SALARY SCHEDULE 2012-2013 2013-2014

| Range<br>FSM-E  | ELEMENTARY  |             |             |
|-----------------|-------------|-------------|-------------|
|                 | Minimum     | Midpoint    | Maximum     |
| HOURLY RATE     | \$20.54408  | \$25.680094 | \$30.81611  |
| *DAILY RATE     | \$143.80853 | \$179.76066 | \$215.71279 |
| **ANNUAL SALARY | \$29,336.94 | \$36,671.17 | \$44,005.41 |

| Range<br>FSM-M  | MIDDLE      |             |             |
|-----------------|-------------|-------------|-------------|
|                 | Minimum     | Midpoint    | Maximum     |
| HOURLY RATE     | \$22.59848  | \$28.24810  | \$33.89772  |
| *DAILY RATE     | \$158.18938 | \$197.73672 | \$237.28407 |
| **ANNUAL SALARY | \$32,270.63 | \$40,338.30 | \$48,405.95 |

| Range<br>FSM-H  | HIGH        |             |             |
|-----------------|-------------|-------------|-------------|
|                 | Minimum     | Midpoint    | Maximum     |
| HOURLY RATE     | \$24.85833  | \$31.07292  | \$37.28750  |
| *DAILY RATE     | \$174.00832 | \$217.51040 | \$261.01247 |
| **ANNUAL SALARY | \$35,497.69 | \$44,372.12 | \$53,246.54 |

\*DAILY RATE is calculated based on a 7.0 hour workday.

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

The rates on this Food Service Managers Salary Schedule and employee salaries subject to it shall increase 2.5% effective January 1, 2014. In addition, each employee shall receive a one-time lump sum payment of \$300.00 for the 2013-2014 school year.

- a. The Food Service Manager Salary Schedule consists of three (3) salary ranges: FSM-E (Elementary), FSM-M (Middle), or FSM-H (High School). Each Food Service Manager will be assigned to the salary range corresponding to the school level of the base, or main school, to which the Food Service Manager is assigned.

Employees who are newly appointed as Food Service 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 Service 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 Service 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:

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

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

1. **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

2. **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

| Satellite Incentive   |          |            |               |            |                |            |           |             |
|---|----------|------------|---------------|------------|----------------|------------|-----------|-------------|
| Based on Total ADDITIONAL Meals and Sites                                 |          |            |               |            |                |            |           |             |
| Combined Total Number of Satellite Meals Served by Manager = Category A-D |          |            |               |            |                |            |           |             |
| # of Sites  | A<br><50 |            | B<br>50 - 199 |            | C<br>200 - 400 |            | D<br>>400 |             |
|   | Hourly   | *Annual    | Hourly        | *Annual    | Hourly         | *Annual    | Hourly    | *Annual     |
| <b>1</b>  | \$0.25   | \$357.00   | \$0.55        | \$785.00   | \$1.10         | \$1,570.00 | \$2.20    | \$3,141.60  |
| <b>2</b>  | \$0.35   | \$499.80   | \$0.75        | \$1,071.00 | \$1.50         | \$2,142.00 | \$3.00    | \$4,284.00  |
| <b>3</b>  | \$0.60   | \$856.80   | \$1.20        | \$1,713.60 | \$2.40         | \$3,427.20 | \$4.80    | \$6,854.40  |
| <b>4+</b>   | \$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 meals from all satellites assigned to the Food Service 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 15<sup>th</sup> 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.

| <b>Dual Site Incentive</b>             |  |            |             |
|--|--|------------|-------------|
| <b>Based on Dual Site School Level</b> |  |            |             |
| 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 Site is eliminated or reassigned.

c. **Food Service 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 Service Manager shall receive is fifty nine dollars and fifty cents (\$59.50). In order to maintain the training increments, the School Food Service Department may require employees to take food service refresher courses. Employees shall be required to take no more than one refresher course every four (4) years after completion of their 8<sup>th</sup> 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, 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 School Food Service 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 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, where the complete choice menu is served.
- d. Salad Heads shall be employed in schools serving 75 or more salads subject to the Food & Nutrition Services Director or designee approving the completion of the salad head's forty-five (45) day evaluation period. If approved, then the employee shall receive the higher rate of pay retroactively to the first day of performing in the salad head's position, only if they are a permanent employee.
- e. The Food Service 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 school district duties shall be provided for mileage reimbursement at rates established in accordance with the Florida Statutes and School Board policies, rules and regulations. All such trips must be pre-authorized by the immediate supervisor.

2. Career Incentive

Career Incentive payments shall be paid after the employee has completed his/her 15th, 20th, and 25th consecutive years of employment. All Food Service 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 15th year = \$600.00  
Completion of 20th year = \$1,100.00  
Completion of 25th year = \$1,600.00

A full year of service shall be credited to all employees who have worked one 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. Upon notification, at the employee's option, such overpayment shall be recovered from one check or recovered from the remaining checks with equal deduction being made from each check. In either case, such recovery shall not be made until the employee has received one additional check without such deductions being made. Employees shall contact the location 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 in the affected employee's next paycheck. The employee shall be notified by their Location Payroll Contact Person prior to said adjustment and the deduction will be reflected on the employee's pay stub as an adjustment. The Payroll Contact Person will provide an explanation for the overpayment. If the Payroll Contact Person cannot provide an explanation, the employee may schedule a meeting with the Payroll Department.
- b. **Underpayment** — In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated. Employees shall contact the Location Payroll Contact person for an explanation of the underpayment. If the Payroll Contact Person cannot provide an explanation, the employee may schedule a meeting with the Payroll Department.
- c. **Overpayment Greater than \$100.00 (except for former employees):**
  1. The School Board 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 years, the Board can only recover the most recent two years of the overpayment.

2. 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 payback options for the employee to select. If the employee finds one of the options acceptable, he/she shall complete the form and return it to the Payroll Department.
3. If the employee can verify inability to repay according to either of the options mentioned in subsection (b) above acceptable, he/she will check the box on the form requesting a meeting with the Payroll Department and return the signed form.
4. If the affected employee requests the meeting referenced in subsection b above or does not return the signed form within five (5) workdays of receipt thereof, 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.
5. Overpayments should be recouped in the calendar year in which it was discovered.
6. The Superintendent/designee will determine the payback schedule and the amount of dollars per paycheck and notify the employee by certified mail prior to the first paycheck reduction.\* 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 |             |

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

#### **D. Perfect/Good Attendance Award**

To reward the Food Service 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 Service unit employee who had Perfect/Good attendance for the full current school year shall receive a Certificate of Recognition and a check in the amount of two hundred fifty dollars (\$250) / one hundred fifty dollars (\$150).

The Perfect/Good Attendance Award is a one time benefit for Food Service 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 Collective Bargaining 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 two hundred fifty dollars (\$250.00). No employee shall receive more than two hundred fifty dollars (\$250.00) for the school year.
2. Good Attendance (2 days/year)  
An employee shall receive one hundred fifty dollars (\$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 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 HMO health, dental and vision insurance coverage with premium payments for individual employees to be paid by the Board.

Federation bargaining unit employees working at least four (4) hours per day twenty (20) hours per week shall receive the insurance coverage with premium payments for individual employee health, vision and dental insurance.

Benefits will start the first of the month following one full paycheck.  
\*NOTE: Upon implementation of Enterprise Resource Planning (ERP), benefits start the first of the month after thirty (30) days as a permanent employee.

- B. PREMIUM AMOUNT:** The Board shall pay the following premiums for individual employees' health and dental insurance for the life of this contract:

1. ~~The premiums paid by~~ The Board shall be to provide employees an elected group health insurance plan (HMO or PPO or Consumer Drive Plans) plus a maximum of \$10.80 per month toward the elected dental insurance in accordance with the term and schedule of benefits currently in effect. ~~The parties agree that the current insurance vendors may be deleted or new vendors added as providers as a result of future RFP health insurance awards.~~

a. The Board agrees to pay 100% of the health insurance premiums for HMO the Health Care Premier Plus Plan (High Option HMO), Premier Plan (Low Option HMO), and Consumer Driven Plan coverage for the individual employee for the term of this agreement. Employees wishing to participate in the Premier Plus Plan must complete wellness initiatives and timelines as recommended by the Superintendent's Insurance Advisory Committee. Personal Health Information (PHI) that is gathered from the wellness initiatives are protected by the Health Insurance Portability Accountability Act (HIPAA). Employees shall not be denied health insurance due to results of participating in the wellness initiatives.

d. ~~The Board agrees to implement a straight leveling model for the payment of health insurance premiums.~~

- ~~1. The Board's contribution for the straight leveling model will be determined by dividing the Board's estimated cost (as established by responses to RFP's received from insurance vendors) by the number of all school board employees (excluding dependents) enrolled in one of the Board's health insurance plans.~~
- ~~2. If the monthly premium cost for health insurance coverage elected by an employee is less than the amount of the School Board's straight leveling contribution amount, the difference will be deposited into a cafeteria plan for the benefit of that employee.~~

~~The employee shall be responsible for paying any monthly premium cost above the Board's straight leveling contribution based upon the coverage selected by the employee. This does not include employees on HMO and Consumer Driven Plan(s).~~

~~Example: If the School Board's straight leveling contribution is \$350.00 and the cost for the high HMO single coverage is \$312.00, the difference of \$38.00 will be deposited into a cafeteria plan.~~

- ~~3. All profit sharing funds returned by the health insurance carriers in accordance with the utilization targets delineated in the health insurance agreements with the School Board shall be applied to offset the plan's dependent care coverage.~~

**C. GROUP TERM LIFE INSURANCE:** The Board shall provide, without cost to each 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), subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000). The Board 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 "gGroup tTerm" lLife iInsurance 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 equal to that provided by the Board. Each employee shall have the option, at the employee's expense, through a direct pay method, to covert 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. Each employee may also, at the employee's expense through payroll deduction purchase additional amounts of insurance for the employee, the employee's spouse, and/or the employee's dependent children.

- D. DISABILITY INSURANCE:** The Board shall provide ~~disability income protection insurance~~ 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 Board 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 School Board has no obligation to provide an employee returning from disability leave with a light duty assignment. It is further agreed that the School Board 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 ~~made available by the School Board~~ distributed electronically to all eligible unit employees; provided that in the event of inconsistencies related to benefits or benefit levels, the specific benefits provided in the Collective Bargaining Agreement shall prevail 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.
- K. 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 three hundred dollars and no cents (\$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 contained in a booklet, which shall be distributed to all eligible unit members.
- L. 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 School Board 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 School Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.
- M. DECLINING INSURANCE:** An employee eligible for health insurance may ~~volunteer to~~ voluntarily decline such insurance. Beginning in the 2014 Open Enrollment Period, Said 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 Board of Broward County's medical health insurance program shall be reimbursed at a rate of seven hundred and fifty dollars and no cents ~~per year~~ (\$750.00) per year (opt-out dollars) only if such proof is provided. If employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-opt dollars. Said premiums 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 School Board of Broward County, Florida.
  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 School Board, 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 School Board 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 School Board 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 be effective ~~August 15, 2012~~ August 16, 2013 and shall remain in full force and effect until ~~August 14, 2013~~ August 15, 2016 at which time it will expire.
- B. Provisions of this contract shall supersede any related rules or policy previously adopted by the Board, which are not consistent with terms and conditions. All prior negotiated agreements and practices between the parties not contained in this contract are null and void.

Federation of Public Employees

The School Board of Broward County, FL

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Chief Negotiator, Glynda Linton

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Co-Chief Negotiator, Dorothy W. Davis

\_\_\_\_\_  
Co-Chief Negotiator, Lorenzo Calhoun

**NEGOTIATION TEAM FOR 2013-2014**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Co-Chief Negotiators

Lorenzo Calhoun  
Dorothy Davis

Team Members

Mark Mills  
Mary Mulder  
Diane Punziano

**FEDERATION OF PUBLIC EMPLOYEES**

Chief Negotiator

Glynda Linton

Team Members

Rosemary Bryant  
Bonita Hulsman  
Carole Nicome-Brady  
Tiffany Parrish  
Gayle Roberts  
Astrid Thomas  
Patricia Tognieri  
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