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K830847

**Effective
08-15-03
to
08-15-06**

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

Witnesseth:

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

ARTICLE 1

RECOGNITION AND NEGOTIATION PROCEDURES

A. Recognition

The 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 satisfactorily completed his/her probationary period, as defined in Article 4A, in a position which calls for the employee to work less than the normal work week, but at least fifteen (15) hours per week.

B. Negotiation Procedures

In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the School Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and reach tentative agreements in the course of the negotiations.

There shall be four (4) executed copies of the Final Agreement. Two (2) copies shall be retained by the 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 (100%) the number of workdays of the employees assigned calendar. For example, an employee assigned to a 186-day calendar shall have a 186 day probationary period.

B. Eligibility for employee insurance benefits starts the first of the month next following receipt of the employee's first month's pay check as a probationary employee (non-temporary).

C. 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.

D. 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.

E. 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.

F. 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 six (6) paid holidays unless changed by the Board or modified by this Agreement.

In order to be eligible for holiday pay, an employee must have worked the day before and the school day after the holiday, unless on approved sick leave by the Food & Nutrition Services Director.

B. Job Descriptions

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

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.

No employee's hours shall be reduced for the first field trip or early release day of the school year at any work site.

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. The employee shall be given 24 hours notice of such a reduction in hours. Good and Perfect attendance shall not be affected if the employee selects to be assigned to another school for the day.

D. Exam 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.

E. Intern Employees

In the absence of a cook or baker, an intern may be requested. If no intern 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 to be compensated for the extra time if time is pre-approved by the manager.

F. Manager Meetings

The Board will attempt to conduct meetings for managers on inservice days except for emergencies.

Summer school managers' planning meeting shall be held outside of the 201 day employee calendar if approved by a majority of the manager's surveyed in the 2000-2001 school year.

G. 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.

H. 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.

I. Student Discipline

Discipline of students shall be the responsibility of the Administration.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Summer School

The Food & Nutrition Services Director/designee will attempt to notify summer school staff of their assignment within forty-eight (48) hours prior to the start of summer school.

ARTICLE 6

FEDERATION RIGHTS AND PRIVILEGES

A. Dues Deductions

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.

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.

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.

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.

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, such as ratification of bargaining agreements 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

The Federation agrees to accept and reimburse the Board for one thousand copies of the printed Agreement at Board cost.

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 Team

The negotiating team shall consist of no more than twelve (12) bargaining unit employees. These employees shall be allowed to attend all negotiating sessions that occur during their regular working hours with pay, and six (6) employees 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 Days

General workers may receive an additional two (2) days per year to be utilized as "cleaning days" to be scheduled at the discretion of the manager. The parties agree that there may be situations where the Manager may need to request additional cleaning time from the Food & Nutrition Services Director.

D. Overtime Pay

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, 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 appropriate administrator 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. Employees who work during the summer school program shall be able to use up to three (3) days of sick leave.

4. Food Service employees who are employed at a school which has the extended school year pilot program (30 additional school days) will earn one (1) additional sick day.

5. 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.

- a. 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 only within thirty (30) calendar days of February 1st in each school year.
- b. Membership Requirements: Employees who have been employed 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.
- c. Sick Leave Bank Committee: A committee shall be appointed by the Federation for the purpose of administering the sick leave bank. The Committee shall:
 - 1. Maintain adequate records relative to all functions of the bank.
 - 2. Meet periodically, as requested by the Superintendent/designee, with a designated administrator of the county to review Federation sick leave bank records.
 - 3. Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent/designee shall establish and the Federation will comply with procedures for identifying and recording contributions to and withdrawals from the bank. The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the Bank as long as said procedures are consistent with and do not change any of the criteria contained in this Section of this Addendum.
 - 4. Not grant more sick leave days than are available in the bank.
- d. Withdrawal Rights and Procedures: Participating bank members may request sick leave days from the bank within the following limitations.
 - 1. 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.
 - 2. The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifteen (15) days.
 - 3. An employee may apply to the Committee for a withdrawal in advance of the deletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
 - 4. Withdrawals shall be for the daily number of hours worked and must be for a minimum of five (5) consecutive days.
 - 5. All applications for withdrawal shall be in writing and shall be verified by the Committee. The Committee may submit a request to the Superintendent/designee concerning the implementation of this Addendum.
 - 6. The salary of a food service employee participating in the bank will be reduced by any benefits drawn from Worker's Compensation.
 - 7. When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.
- e. Maintenance of the Bank:

1. 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.

2. 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.

f. Duration: The sick leave bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

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

B. 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.

C. Personal Reasons Leave

An employee's request to use personal reasons leave shall be submitted to the Food & 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 Food & Nutrition Services Director. Employees shall not be required to give a reason for personal reasons leave.

Personal reasons leave shall not be granted on the day preceding or following a holiday, nor during the first or last week of school unless approved by the Food & Nutrition Services Director. Personal Reasons leave in excess of two (2) consecutive work days shall not be granted unless approved by the Food & Nutrition Services Director.

D. 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.

E. 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.

F. 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.

G. Illness In 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 to at least ten (10) days of such leave, but additional leave days may be granted by the School Board. 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.

H. 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.

I. 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.

J. Special Leave

It is the intent of the parties to provide an unpaid 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.

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 aforestated 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. There shall be no guarantee that the employee will return to the same location.

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.

This leave is a pilot program for a one year period beginning with the date the 2004-2005 contract is approved by the Board. The parties will evaluate the program and negotiate its continuation within a reasonable period of time after the pilot program period. The leave shall remain in effect during the negotiation period.

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 an evaluation rating of "unsatisfactory" in attendance or in overall performance shall be ineligible for a promotion and/or transfer to an existing vacancy.

f. Applicants shall be judged on the basis of their ability to perform the work in question. When the qualifications of applicants are substantially equal, preference shall be given to current employees and among such employees, those with the greatest service within the district, provided the goals of affirmative action are observed.

g. The applicant must be qualified for the position and/or vacancy.

h. Vacancies in schools where summer school is in session shall be filled by employees who currently work at that location. Any additional vacancies shall be filled by employees with seniority in classification.

i. 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.

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 ninety (90) working days to demonstrate 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. Transfers

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. The salary for employees covered by this Agreement shall be set forth according to the following schedule(s). The parties agree that step advancement shall not occur unless agreed to specifically by the parties in contract negotiations. 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 rate of pay for summer school shall be the rate of pay in effect for the prior school year.

1. Assistants Basic Salary Schedule 2003-2004 2004-2005. This salary schedule will become effective at the commencement of the employee's 2003-2004 2004-2005 assigned calendar.

Employees who work additional time for special meal functions and call-ins will be paid an hourly rate that includes the base rate and all salary increments including breakfast, satellites and training.

FOOD SERVICE ASSISTANTS' SALARY SCHEDULE

2004-2005

FOOD
LINE MGR-

ASST IIB

SERVICE
VOC/ AD CTR;

ASST I
ASST IIA
ASST COOK &
ASST III
ASST IV
ATTD-VOC/
SNACK BAR

GENERAL
COOK &
BAKER
ASST
INTERN
ADULT
MGR-VOC/

RANGES
WORKER
BAKER
SALAD HEAD
MANAGER
MANAGER
CENTER
AD CENTER

Minimum
8.44180
9.38099
9.11890
9.62126
12.26410
8.44180
12.26410

Maximum
11.79450
12.74462
12.48251
12.89751
15.39816
11.79450
15.39816

The minimum and maximum on the salary ranges were increased by .5%. All employees' salaries were increased by 4%. Employees who received a satisfactory annual evaluation at the conclusion of the 2003-2004 school year shall receive a 4% increase. Employees at the maximum salary range of their current position and who received a satisfactory annual evaluation at the conclusion of the 2003-2004 school year shall receive a .5% increase to their base salary and one-time lump payments which approximate 3.5% for an overall total of approximately 4%. Employees at the minimum salary range who were hired on or after July 1, 2004 shall receive a .5% increase.

- a. All salaries shall be paid bi-weekly.
- b. Beginning Cooks and Bakers, Assistant Cooks and 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 and Bakers shall be paid the base rate for an Assistant IIA, and Assistant Cooks, Assistant 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. Salaries shall be increased up to twenty (\$.20) cents per hour more by taking district offered courses.

2. Managers Basic Salary Schedule 2003-2004 2004-2005. This salary schedule will become effective at the commencement of the employees 2003-2004 2004-2005 assigned calendar.

Employees who work additional time for special meal functions and call ins will be paid an hourly rate that includes the base rate and all salary increments including breakfast, satellites and training.

FOOD SERVICE MANAGER'S SALARY SCHEDULE

2004-2005

LEVEL STEP
MONTHLY
SALARY COMPLETED YEARS

MANAGER I
STEP I
\$2,471
(1-5 YEARS)

STEP II
\$2,560
(6-9 YEARS)

STEP III
\$2,646
(10-13 YEARS)

STEP IV
\$2,711
(14 YEARS & UP)

MANAGER II
STEP I
\$2,535
(1-5 YEARS)

STEP II
\$2,627
(6-9 YEARS)

STEP III
\$2,713
(10-13 YEARS)

STEP IV
\$2,779
(14 YEARS & UP)

MANAGER III
STEP I
\$2,762
(1-5 YEARS)

STEP II
\$2,845
(6-9 YEARS)

STEP III
\$2,936
(10-13 YEARS)

STEP IV
\$3,000
(14 YEARS & UP)

MANAGER IV
STEP I
\$3,015
(1-5 YEARS)

STEP II
\$3,100
(6-9 YEARS)

STEP III
\$3,188
(10-13 YEARS)

STEP IV
\$3,248
(14 YEARS & UP)

MANAGER V

STEP I

\$3,211

(1-5 YEARS)

STEP II

\$3,299

(6-9 YEARS)

STEP III

\$3,389

(10-13 YEARS)

STEP IV

\$3,451

(14 YEARS & UP)

MANAGER VI

STEP I

\$3,411

(1-5 YEARS)

STEP II

\$3,499

(6-9 YEARS)

STEP III

\$3,600

(10-13 YEARS)

STEP IV \$3,734

(14 YEARS & UP)

a. The annual salary for those managers employed on a ten (10) month basis shall be determined by multiplying the monthly base salary plus supplements by ten (10). Managers employed on a twelve (12) month basis shall be determined by multiplying the manager base salary plus supplements by twelve (12).

b. Exceptions to the salary schedule must be recommended by the Food & Nutrition Services Director and approved by the Superintendent/designee.

3. Employees shall be granted a minimum average increase of 3% for the 2005-2006 school year.

34. School Lunch Average Daily Attendance Participation

Manager I
0 - 400

Manager II
401 - 700

Manager III
701 - 1,000

Manager IV
1,001 - 1,300

Manager V
1,301 - 1,600

Manager VI
1,600

The salary schedules shown herein include one-half (1/2) of one percent (1%) which requires the employee to attend a bi-annual six (6) hour inservice workshop scheduled by the Food Service Department.

a. Manager position classification shall be set by using the October or January SLADA, whichever is higher, of the previous year. SLADA of a new or reorganized school will be figured at 70 percent of the anticipated enrollment. Salary adjustments will be increased based on the October SLADA of the current year, retroactive to the beginning of the school year, and should be computed and received no later than the end of the first semester. Such SLADA for a la carte schools will be computed in the following manner:

Total a la carte and vending machines sales to pupils and adult sales during normal school hours from Weekly Reports of Lunch Receipts and Deposits, divided by the sale price of the elementary lunches and then divided by two. Total student and adult lunches will be added to this figure based on Weekly Manager's Lunch Reports to arrive at total participation figures. This result is then divided by the actual number of days of operation, excluding semester exam days and early release days.

Salary adjustments due to increase in SLADA shall be made effective February 1, based on the January SLADA of the current years, and should be computed and received no later than the end of the second semester.

45. For Schools serving Breakfast

SLADA of a school serving an approved breakfast program will be figured as the total lunch participation plus one-half (1/2) of the breakfast participation figure.

No manager will receive less than fifty dollars (\$50.00) per month for a breakfast program. If Increased participation does not reach that, an Increment will be paid. For schools serving breakfast, increments shall be as follows:

Fifty dollars (\$50.00) per month for 1-150 breakfasts served.

Seventy-five dollars (\$75.00) per month for 151 to 299 breakfasts served.

One hundred dollars (\$100.00) per month for 300 - 449 breakfast served.

One hundred and twenty five dollars (\$125.00) per month for 450 and above breakfast served.

Dual managers with breakfast programs in both schools shall receive no less than seventy-five dollars (\$75.00). However, a dual manager with one of the two schools over 150 to 299 breakfasts shall receive no less than one hundred dollars (\$100.00). Dual managers with one of the two schools serving 300 to 449 shall receive one hundred and twenty-five dollars (\$125.00). Dual managers with one of the two schools serving 450 and above shall receive one hundred and fifty dollars (\$150.00).

56. Satellite Program

a. For managers involved in satellite programs, the combined SLADA will be used to determine the base salary, or an increment, whichever is greater shall be paid. In a satellite program a minimum of 200 complete lunches must be served daily by the base schools in order to receive a one hundred dollar (\$100) monthly increment, with 100 to 199 complete lunches served a seventy-five dollar (\$75) monthly increment, and less than 100 complete lunches to receive a fifty dollar (\$50.00) increment. Managers with a breakfast satellite program shall receive a twenty five dollar (\$25.00) per month increment.

b. School food service managers assigned to a middle school shall not be classified below Manager III.

c. School food service managers assigned to a high school shall not be classified below Manager IV.

ed. Increments:

Increments shall be based on eight dollars and fifty cents (\$8.50) per approved school food service training course. The maximum any employee shall receive is fifty nine dollars and fifty cents (\$59.50). In order to maintain the training increment, 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. Said course shall not exceed thirty (30) hours.

67. All assistants and managers shall receive the salary increases shown herein which includes one-half (1/2) of one (1) percent which requires the employee to attend every three (3) years a six (6) hour in-service sanitation workshop scheduled by the Food Service Department. The sanitation certificate shall be valid for a three (3) year period, from date of issuance, for all workers and managers.

78. Salaries shall be increased up to twenty (\$.20) cents per hour more by taking district offered courses.

89. Dual Managers shall receive a three hundred and fifty dollars (\$350.00) per month increment in addition to using combined participation to determine classification. (this is the current amount paid, no increase is intended)

910. 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, Assistant 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.

1011. The Food Service Department shall be vested with final authority to determine staff requirements in accordance with the provisions of this Agreement.

B. 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. 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 fifteen cents (\$.15) per hour for the added responsibilities. The fifteen cents (\$.15) 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 section of Article 13 (Promotions and Vacancies) of the present Collective Bargaining Agreement.

3. Training

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 courses offered, attendance standards and eligibility requirements.

Each school Food Service Assistant shall satisfactorily complete three school food service training courses of sixty (60) hours in length. Foundations of School Food Service shall be satisfactorily completed during the first year of employment. Nutrition shall be satisfactorily completed during the first four years of employment and Quantity Food Production 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.

Additional compensation at the rate of five cents (\$.05) per hour shall be paid for each satisfactorily completed state approved school food service training course which is sixty (60) hours in length. Other food service courses will be evaluated to determine whether compensation will be given. In order to maintain the training increment, the School Food Service Department may require employees to take food service refresher courses.

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 dated. Training increments for School Food Service Assistants will be adjusted in September and January.

4. Manager Training

In order to be appointed as a manager, an applicant must have satisfactorily completed the Manager Intern 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.

45. Career Incentive

Career Incentive payments shall be paid after the employee has completed his/her 15th, 20th, and 25th years of employment. All Food Service employees working four (4) hours or more are eligible.

The payments will be made according to the following schedule:

Completion of 15th year = \$ 550.00

Completion of 20th year = \$1,050.00

Completion of 25th year = \$1,550.00

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

56. 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,

67. 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.

C. 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 2002-2003/2004-2005 school year, the Board and the Federation provide a Perfect/Good Attendance Award. Any Food Service unit employee who works the full school year (including summer school) without any absenteeism (excluding jury duty 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 2002-20032004-2005 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 2002-20032004-2005 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 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.

ARTICLE 15

INSURANCE

A. 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 for 2003-20042004-2005.

B. 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.

C. 1. Premium Amount: The Board shall pay the following premiums for individual employees' health and dental insurance for the life of this contract:

The premiums paid by the Board shall be to provide employees an elected group health insurance plan (Board Humana/VISTA PPO Plan or the Humana/VISTA HMO option) plus a maximum of \$10.80 per month toward dental insurance in accordance with the term and schedule of benefits 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. During the 2003-20042004-2005 school year, the Board agrees to pay 100% of the health insurance premiums for HMO and Consumer Driven coverage for the individual employee.

Through December 2003	January 2004 – December 2004	
	High	Low
VISTA	\$245.00	\$289.82
Humana	\$259.78	\$311.58
		\$289.76

Humana Consumer Driven Through \$294.40 January 2005-

December 2004 December 2005

High
Low
High
Low

VISTA
\$289.82
\$266.54
\$344.06
\$314.43

Humana
\$311.58
\$289.76
\$340.43
\$316.59

Humana Consumer Driven
\$294.40
\$321.66

b. During the 2003 calendar year, the Board agrees to pay 95% of the health insurance premiums for individual employees for PPO coverage and the employee shall pay 5% of said individual PPO coverage.

Through December 2003			
VISTA Total Premium	\$488.50	Board Contribution	\$464.08
		Employee Contribution	\$24.42
Humana Total Premium	\$481.69	Board Contribution	\$457.61
		Employee Contribution	\$24.08

cb. During the 2004 calendar year, the Board agrees to pay 90% of the health insurance premiums for individual employees for PPO coverage and the employee shall pay 10% of said individual PPO coverage.

January 2004 – December 2004
VISTA Total Premium (High) \$579.81 Board Contribution \$521.83
Employee Contribution \$57.98

VISTA Total Premium (Low)	\$538.51	Board Contribution	\$484.66
		Employee Contribution	\$53.85
Humana Total Premium	\$577.00	Board Contribution	\$519.30
		Employee Contribution	\$57.70

January 2005 – December 2005

VISTA Total Premium (High)	\$689.32	Board Contribution	\$585.92
		Employee Contribution	\$103.40
VISTA Total Premium (Low)	\$616.14	Board Contribution	\$523.72
		Employee Contribution	\$92.42
Humana Total Premium	\$630.43	Board Contribution	\$535.87
		Employee Contribution	\$94.56

dc. During the 2004/2005 Open Enrollment, a \$6,000/\$4,000 one-time incentive will be paid by the Board to those employees moving from a PPO in 2004 to an HMO or Consumer Driven Plan in 2005. (Any employee that was not enrolled in the PPO during the 2003 calendar year will not be eligible to receive the \$4,000 incentive.) The incentive shall be paid monthly at a rate of \$2,000 per year for three (3)two (2) years. Those employees receiving the incentive will not be allowed to re-enroll in a PPO plan until the 2007 Open Enrollment.

ed. During the 2005 calendar year, the Board agrees to pay 85% of the health insurance premiums for individual employees for PPO coverage and the employee shall pay 15% of said individual PPO coverage.

fe. During the 2006 calendar year, 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 2006 estimated cost (as established by responses to RFP's received from insurance vendors in 2005) by the number of all school district employees (excluding dependents) enrolled in the leveling model during the 2006 calendar year (i.e. the total projected cost for the 2004 calendar year is \$114,884,589 divided by 27,393 employees enrolled in the plan which equals \$349.49 per month per employee).

2. If the monthly premium cost for health insurance coverage elected by an employee is less than the amount of the School District'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 School District's straight leveling contribution based upon the coverage selected by the employee. This does not include employees on HMO and Consumer Driven coverages.

Example: If the School Board's straight leveling contribution is \$349.49 and the cost for the high HMO single coverage is \$311.58, the difference of \$37.91 will be deposited into a cafeteria plan.

gf. During the 2005 calendar year, the Board agrees to utilize 50% of the savings received from the increase in cost sharing for PPO coverage to offset dependent coverage in the HMO. The remaining 50% of said savings shall be utilized for employee raises.

Example: If the employee PPO premium paid by the employee at the 95%/5% split is \$1,000,000 for calendar year 2003 and the total PPO premium paid by the employees at the 90%/10% split is \$2,000,000 for 2004; then \$500,000 will be used to reduce HMO dependent premiums on a District wide basis and \$500,000 will be used to fund employee raises on a District wide basis.

2. All new employees shall be enrolled in a Board offered HMO or Consumer Driven Plan for three (3) consecutive insurance plan years.

3. Except for 2001-2002, the Board and Federation agree that the Insurance Article shall be subject to annual negotiations.

4. 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 employees shall have the option of purchasing, at their own expense through payroll deduction, an additional amount of "group term" life insurance equal to that provided by the Board. Each employee shall have the option, at the employee's expense, through payroll deduction, to pre-convert the Group Term Life Insurance to ordinary life insurance prior to retirement or termination of employment. 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. Employees who are eligible for fringe benefits shall have access to the "Cafeteria Plan," established by the Board without cost to the Board.

5. The Board shall provide disability income protection insurance for all permanent school food service personnel who work at least four (4) hours a day/ twenty (20) hours a week.

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

6. 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.

7. 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.

8. 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 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.

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

9. 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.

10. The Board shall provide, without cost to the employee, vision insurance in accordance with the terms and benefits that will be in effect on January 1, 1998, as described in a Board booklet/certificate available to all unit members.

11. Cafeteria Insurance Plan

a. 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 twelve dollars and fifty cents (\$12.50)twenty-five dollars and no cents (\$25.00) per month not to exceed one hundred and fifty dollars (\$150.00)three hundred dollars and no cents (\$300.00) per employee per school year. Employees hired after the commencement of the school year shall receive twelve dollars and fifty cents (\$12.50)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.

12. 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.

13. An employee eligible for health insurance may volunteer to decline such insurance. Said employee shall be required to sign an affidavit indicating other medical coverage. Employees shall be responsible to maintain proof of continuing insurance. Employees choosing not to participate in the School Board of Broward County's health insurance program shall be reimbursed at a rate of seven hundred and fifty dollars and no cents per year (\$750.00). Said premiums shall be deposited into the employee's cafeteria plan 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, 2003 and shall remain in full force and effect until August 14, 2006 at which time it will expire.

B. During the second and third year of this Agreement, either party may at any time after June May 30th, 2004 and June 30, 2005 respectively initiate a reopening of negotiations for the purpose of establishing a new salary schedule and insurance for the preceding school year. In addition, each party may select two (2) other articles of the contract to be re-negotiated.

C. Either the School Board or the Federation may require, by written notice to the Federation and the Superintendent of Schools, respectively, between June 30, 2004 and July 30, 2004, negotiations for a successor agreement.

DC. 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.