

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

and the

AFSCME

COLLECTIVE BARGAINING

AGREEMENT

School Nutrition Assistants

2018 - 2021

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PREAMBLE

This agreement entered into by the School Board of Polk County, Florida, hereinafter referred to as the Employer, and LOCAL 2227, American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred to as the Union, has as its purposes (1) the promotion of harmonious relationships between the Employer and the Union, (2) the establishment of an equitable and peaceful procedure for the resolution of differences, (3) the protection of the public by assuring at all times the orderly and uninterrupted operations and functions of the school system, and (4) the establishment of rates of pay, hours of work and other conditions of employment, WITNESSETH:

ARTICLE I - THE UNION

Section A: Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating and establishing salaries, wages, hours, and other conditions of employment for all of its employees covered under this contract.

Section B: Bargaining Unit

The Employer recognizes LOCAL 2227, American Federation of State, County, and Municipal Employees, AFL-CIO, as the exclusive representative for the purpose of collective bargaining for the employees in the unit described below:

INCLUDED: All regular full time and part-time employees of the Polk County School Board in the position of school nutrition assistant.

Section C: Union Representation

The Employer recognizes and shall deal with the local Union President, the appropriate Union Business Agent, Council Representatives and any other Union Officers and/or attorneys, designated in writing by the local Union President. Any changes of representatives shall also be submitted to the Employer in writing by the Union President.

The Board agrees to grant up to twenty-two (22) days of Union leave with pay to be used by the President and/or his/her designee(s) to conduct Union business. This leave is in addition to any other contractual guarantees.

Chief Stewards

The employer shall recognize three (3) Chief Stewards, one for each geographical area as appointed by the local Union President. Requests for the Chief Steward to meet with employees during the working day shall be approved by the Director of Labor and Employee Relations or his/her designee and such requests shall not be unreasonably denied and shall not exceed eight (8) hours per month except in cases of emergency. Employees selected by the Union to act as Union representatives shall be known as "Chief Stewards". The names of employees selected as chief stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union.

If the need arises, the Director of Labor and Employee Relations may meet with one (1) or more of the three (3) chief stewards.

Any employee who wishes to meet with their steward during working hours must make such arrangement through their immediate supervisor in cooperation with the immediate supervisor of the steward. The worksite steward jurisdiction will be restricted to his/her worksite.

Council Representative

A Council Union Representative shall be permitted to enter the Polk County School system upon request to the Superintendent or his designee to investigate any grievance or handle other official Union business.

Section D: Definition of "EMPLOYEE"

The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Union in the bargaining unit.

Section E: Employee Rights

Employees shall have the right to join or not to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining as it relates to work hours, conditions of employment or compensation. They shall have the right to express and communicate views and to process grievances without fear of restraint, coercion, intimidation or reprisal by either the Employer or Union because of the employee's membership or lack of membership in the Union or by virtue of his/her holding or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.

Section F: Excluded Work

The Employer agrees that supervisors will not perform work normally done by members of the bargaining unit, except in cases of emergency or for job instruction. The Employer agrees that no employee shall work out of classification except in case of emergency or when management determines that the work load dictates otherwise.

Section G: No Discrimination

The Employer and the Union agree that the basic intent of this agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it and that the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employees' skills and abilities without regard to race, color, creed, national origin, sex, age, marital status, political affiliation, or those covered by the American Disabilities Act (ADA).

Section H: Check Off

The Employer shall deduct from the pay received on the pay day of each month, the Union dues for the current month's dues and uniform assessment fees, for every member who signed a payroll deduction authorization card specifying the amount to be deducted. Such authorization is revocable only at the employee's will, upon thirty (30) days written notice to the Employer and the Union. The Employer agrees to remit such union dues and uniform assessment fees during the first two weeks of each month. When an employee quits, is discharged, or is laid off, any amounts due the Union will be deducted from the last salary payable.

The Financial Secretary of the local Union, Business Manager of Council 79, and the Region 3 office of the Union, shall be furnished a complete list of deductions made each month.

The Union agrees to present to the Employer by the 10th of the month, authorization cards signed by the employees indicating the amount of the monthly dues and assessments to be deducted.

Section I: Representation at School Board Meetings

The local Union President or his/her designee, will make arrangements with the Director of Employee Relations and be allowed time off the job, with no loss of pay, to attend all scheduled Work Sessions and Board meetings.

Section J: Notification of Board Meetings

The Superintendent agrees to notify the President or designee of Local 2227, American Federation of State, County and Municipal Employees, by providing them with the agenda and attachments within a reasonable length of time, of any School Board meetings concerning any business affecting non-instructional employees.

Section K: Distribution of Union Information

The union may distribute membership pamphlets to new hires. The union will provide the pamphlets and will be notified when more pamphlets are needed.

ARTICLE II - BOARD'S RIGHTS

The Board has the right to determine the purpose of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations.

The Board may direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work, or other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their Union from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE III - WORK TIME

Section A: Definition of "WORK DAY"

A "work day" is a period of regularly scheduled consecutive hours of work, exclusive of any lunch period. All leaves will be charged in one quarter (1/4) hour increments.

Section B: Definition of "WORK WEEK"

An employee's "work week" begins at 12:01 AM Monday and extends thru 12:00 PM (Midnight) Sunday for payroll purposes. A normal work week will be Monday through Friday. A work week may also consist of four work days. Sunday will not be a regularly scheduled work day.

Section C: Work Schedules

Regular work schedules showing the employee's work days and work hours shall be posted on all cafeteria bulletin boards. Work schedules may be changed provided that such changes are deemed necessary by the employer.

If the principal requests that cafeteria staff alter their work schedule in order to be available to clean on the District workday immediately prior to Student Orientation, then the procedures below will be followed.

The School Nutrition Manager can provide through a request for volunteers, for up to one-half of the staff to work on the day prior to students' return in lieu of reporting on the first scheduled work day for the new school year.

If there are more volunteers than needed to perform the duties, then selection will be based on seniority. If there are not enough volunteers, then reverse seniority will be applied.

Employees selected to return on the workday immediately prior to Student Orientation will be notified of the new work schedule by the Manager no later than the first contracted workday for Managers. The Manager will also notify his/her area School Nutrition Supervisor of the employees selected for the schedule change.

Section D: Break Periods

Employees who work six or more hours per day shall take two 10-minute breaks. Employees who work four or five hours per day shall take one 15-minute break. Employees who work three and one half hours or less per day shall not take a break. Breaks will be scheduled by the Manager.

ARTICLE IV - OVERTIME

Section A: Definition of Regular Straight Time Hourly Rate

The "regular straight time hourly rate" means an employee's straight hourly base rate.

Section B: Definition of Overtime

"Overtime" shall be defined as hours worked in excess of forty (40) during the basic work week.

Section C: Special Functions

Nutrition Assistants who are assigned to special functions in addition to their regularly assigned work hours shall be compensated at their normal rate of pay in compliance with FLSA (Fair Labor Standards Act.) Nutrition Assistants who work on special functions funded by a school organization, business or agency outside the school system, in addition to their regularly assigned work hours, shall be compensated at a rate of time and one half (1 ½) of their normal rate of pay. Payment will be paid in a timely fashion not to exceed four (4) weeks.

Section D: Meetings Outside Regular Assigned Work Hours

Employees who are required to attend mandatory meetings called by the School Nutrition Department will be compensated at their regular rate of pay for overtime where applicable, for in-service meetings and training sessions held before or after their regular working hours.

Section E: Meal Periods

All employees who work four (4) hours or more daily are entitled no less than a 30-minute meal period during each work day, normally near the middle of the work day.

Section F: Declared Emergency Pay

In the event that, due to conditions beyond the control of the Board, including but not limited to hurricanes, 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, employees required to work during the emergency shall be compensated at one and one-half times their regular rate of pay for such work.

ARTICLE V - PAY PRACTICES AND JOB INFORMATION

Section A: Pay Rates and Job Classifications

Pay rates and job classifications will be as listed in Appendix B and are effective as of July 1.

July 1 will serve as the anniversary date for determining an active employee's eligibility date for any increase in pay due to a salary level movement in the position he/she currently holds, regardless of the date on which any previous step(s) was awarded.

When movement on the salary schedule is negotiated and approved by the School Board, eligibility will be determined by working one (1) day more than one-half the days of a full contract year.

A year of experience on the salary schedule is defined as working one (1) day more than one-half the days of a full contract year.

Section B: Job Information

Openings for School Nutrition Assistants will be posted on the District's website. At the first staff meeting annually Assistants will be trained how to access and apply for job vacancies on the District's website, as well as how to access the Staff Portal for pay information through the District's website from the cashier terminal and computer, before or after the duty day.

The employer shall prepare and furnish to the Union any new or changed job descriptions, job classifications, and salary for assistants, and these shall be posted on the bulletin boards referred to above.

Section C: Drug-Free Workplace

The Board commits to create and maintain a drug-free workplace. The use of illegal drugs, the abuse of alcohol, and the misuse of prescription and over-the-counter drugs are unacceptable. It is a standard of conduct for employees and a condition of employment with the Board that employees shall not use illegal drugs and shall not abuse alcohol. In order to maintain the standard, the Board shall establish and maintain programs, rules, and drug/ alcohol testing program set forth in the Board's Drug-Free Workplace Program rules. Failure by any employee to report a known violation of the Drug-Free Workplace Policy (4124) constitutes an act of insubordination and willful neglect of duty.

Section D: Temporary Pay Practices

An employee will be paid for all hours worked.

If a School Nutrition Manager is absent, a determination will be made to send a manager intern or to request that a nutrition assistant fill in for the Manager. The School Nutrition Department has 48 hours to make arrangements with a manager intern to fill the Manager's position. If a manager intern is not available and a nutrition assistant has been performing the duties of the Manager, the nutrition assistant will be paid at the beginning rate of pay for Managers on the first day of the Manager's absence and is required to work 8 hours a day.

An employee who is assigned by management/designee to a higher classified job for at least one day will be paid at the rate of the higher classification for the number of days so assigned.

Section E: Injury on the Job

An employee injured in an accident while on the job will be paid for the hours lost receiving medical care on the day he/she was injured at his/her applicable rate for his/her regular shift provided a doctor instructs the employee not to return to work on that day.

Leave for injury in the line of duty will be granted up to a maximum of ten (10) days per year when an employee is absent from his/her duties because of personal injury received in the discharge of his/her duty. Any personal injury received while on duty will be considered as a qualifying injury under this policy provided the injury is reported to the immediate supervisor within forty-eight (48) hours.

Section F: Terminal Pay

The Board shall provide terminal pay for accumulated sick leave to any employee who has worked for the Board at least one year, or to the employee's beneficiary without regard to length of service if service is terminated by death. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee in the final year of employment.

- I. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee at the time of termination and the number of years of service in Polk County. Calculations shall be made as follows:
 - (a) During the second and third years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
 - (b) During the fourth, fifth and sixth years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
 - (c) During the seventh, eighth, and ninth years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
 - (d) During and after ten years of service with the Board, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

Exception: Payment for sick leave earned prior to July 1, 1985, and after thirteen years of service in Polk County, shall be paid at 100% of the daily rate of pay at the time of conclusion of service with the Polk County School Board.

Section G: Evaluation

The purpose of the performance review is to assess and/or improve the quality of the employee's performances. An annual performance review shall be conducted by the immediate supervisor.

Section H: Uniforms

Employees shall be required after a 30-day written notice, to wear uniforms during the workday. For those who are required to wear uniforms, the School District shall provide five (5) uniforms per fiscal year at no cost to the employee.

The District will ensure that each school kitchen will have two (2) heavy-duty freezer jackets and three (3) pairs of freezer gloves.

Section I: Overpayments and Underpayments

1. Overpayments

Employees who were overpaid for any reason, other than for leave time and/or time not worked that is determined to be unearned, shall receive written notice of the overpayment and the opportunity to discuss the matter with the Human Resource Services Division. The employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum overpaid during the current fiscal year and the previous fiscal year. In addition, payroll records will be corrected for all future wage and/or salary payments.

The repayment of overpayments shall occur as soon as reasonably possible following notification. Repayment schedules shall be reduced to writing and show the total amount owed and the dollar amount of each installment with the end date. In the event that the

employee will not agree to a repayment schedule, recovery of the overpaid sums shall not exceed three percent of the gross pay per pay period until the repayment plan is satisfied. In the event of a factual dispute regarding the reason for or amount of an overpayment, the sole remedy shall be a hearing before a hearing officer agreed upon by the Superintendent/designee, and the Association/employee from a mutually established list of three attorneys. The decision of the hearing officer shall be final and binding. The cost of the hearing shall be borne equally by each side.

Should the number of annual pay periods be changed, the repayment schedule will be restructured accordingly.

In the event an employee is paid for leave time, and/or time not worked, that is determined to be unearned, such overpayment may be withheld in full during the next pay period(s). In the event of an employee's termination for any reason, any and all sums due the School Board may be withheld in full from any sums otherwise due to the employee.

In the event an employee believes an overpayment or underpayment has occurred, the employee must report the suspected overpayment or underpayment to the worksite payroll secretary who will begin researching and processing as appropriate.

2. Underpayments

Underpayments shall be calculated for the previous 24 months from the date the error is discovered or the date the employee notifies the District in writing, whichever is earlier. Underpayments shall be calculated and paid to the employee within the next two regularly scheduled payroll cycles. Regardless of the length of time an underpayment has been ongoing, payroll will be corrected for all future salary payments. Once an underpayment has been corrected, it may not be later rescinded as an overpayment.

Employees shall have access to the Staff Portal (<https://staff.mypolkschools.net/>) to view a complete salary detail to include job title, number of regular work hours for the pay period, base salary with the corresponding hourly rate, annual amount of each supplement for which the employee has qualified (as applicable) with the corresponding hourly rate, and total salary with the corresponding hourly rate.

If an employee is eligible for a monthly recurring supplement payment, it will be reflected within the Staff Portal as part of the hourly rate, or listed as a monthly recurring payment. End of year supplements, paid after completion of services relative to the supplement, will only be reflected in the Staff Portal during the pay period in which payment is received.

This information shall be available within 30 days following the first workday of each fiscal year. If an employee disputes the Staff Portal information he/she may discuss the matter with a representative of the Human Resource Services Division Personnel Department.

ARTICLE VI - HOLIDAYS

Section A: Recognized Holidays

In accordance with School Board payroll calendar.

Section B: Holiday Falling on Saturday or Sunday

If any of the above holidays fall on Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday.

Section C: Pay for Holiday Worked

An employee who is scheduled and does work on a recognized holiday shall be paid for the number of hours actually worked at one and one half times his/her regular rate of pay in addition to his/her regular salary. Hours worked in excess of his/her normal workday shall be paid at two and one-half times his/her regular rate of pay.

Section D: Paid Holidays

All Nutrition Assistants will be employed 184 days. They will receive two paid holidays.

ARTICLE VII - SENIORITY

Section A: Definition of Seniority

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. County-wide seniority means the period of continuous service since the last hire date of a regular employee covered by this collective bargaining agreement. The Union will be furnished a seniority list of employees in this bargaining unit upon request.

Section B: Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation or discharge for just cause. However, if the employee is re-hired within ten (10) working days, the break in continuous service shall be removed from his/her record.

Section C: Probationary Employees

All new employees hired to fill a permanent position are considered on probation for a period of ninety (90) calendar days excluding holidays and summer break. At the end of that period the employee will be added to the seniority list as of his/her date of hire at the start of his/her probationary period. Probationary employees cannot bid on other positions until their probationary period has been completed. Fringe benefits are accrued from the date of hire. The effective date of health plan insurance for newly hired employees shall be the first day of the month in which the 90th day of employment occurs.

Section D: Substitute Employees

Substitute employees hired to work for a regular employee who is unable to work because of a disability, a duly authorized leave, or a suspension, shall be notified, in writing, they are working only until the regular employee returns to work. Said substitute employee shall sign the letter as an acknowledgement. Persons so hired shall have no seniority rights nor accrue fringe benefits.

Section E: Employee Selection, Promotion, Transfer

1. **Selection:** It is in the best interest of both the Employer and the Union that the most qualified individual be selected for all vacant positions. Employees within the bargaining unit will be given preference in the selection process over individuals who are not in the bargaining unit, provided employees meet the job description qualifications. However, management has the right and responsibility to use management's best judgement in the selection process and shall consider such factors as seniority, performance evaluations, supervisors' recommendations, attendance, and punctuality.

Whenever a job opening occurs, in any existing job classification included in this Agreement or as the result of the development or establishment of new job classifications in the bargaining unit, a notice of the opening and the job description shall be **advertised on the School Board website, for a period of five (5) working days for internal applicants (current employees).**

Beginning December 1, 2018 all applications shall be submitted through the electronic Applicant Registration System (ARS) (<https://polkschoolsfl.com>). During the 90-day transition to the electronic (paperless) transfer process (September 1 – November 30, 2018), the hiring/transfer procedure will include the use of both the paper Bid/Transfer Form in Appendix C for internal applicants (current employees), at the same time as the electronic process for internal (current employees), and external applicants.

During the **five (5) work** day period, employees, including employees on layoff, may apply for the open position. **For employees on layoff, the application shall also be submitted through the electronic process.**

Preference will be given to employees in the cafeteria, provided the employees meet the job description. Where employees have equal skill and ability, the employee with the most seniority will be selected. In the event the opening cannot be filled within the cafeteria, countywide applicants will be considered with countywide seniority prevailing.

The job will be filled after a period of ten (10) working days following the expiration of the bid provided there is a qualified applicant. **Should the vacancy not be filled following the initial five (5)-work day internal advertisement, all applicants will be considered equal.**

2. **Promotion:** Promotion means the advancement of an employee to a higher paying position. Promoted employees shall be considered probationary for a period of

ninety (90) calendar days. Promoted employees cannot bid on other positions during this probationary period. If the promoted employee's job performance is found to be unsatisfactory during the probationary period, the employee will be returned to the employee's former job or to a comparable paying job for which the employee is qualified.

For purposes of clarification of Article VII, Section "E", "a higher paying position" is here defined as the rate upon completion of the probationary period; and no employee "promoted" will receive a decrease in pay due to this rate schedule.

All employees whose positions are listed in two (2) or more classifications shall be considered for promotion at any time after completing the required years of service as specified in this contract, if the employee has demonstrated skill, ability, reliability, and initiative

3. **Transfer:** Transfer means a change from one work location to another.

Voluntary Transfers: When an opening occurs or lateral transfers within job classifications become necessary, the senior employee will be given preference. All applications for transfer shall be in writing using the bid transfer form in Appendix C of this collective bargaining agreement. **Beginning December 1, 2018 all applications for transfer shall be submitted through the electronic Applicant Registration System (ARS) (<https://polkschoolsfl.com>). During the ninety (90)-day transition to the electronic (paperless) transfer process (September 1 – November 30, 2018), the hiring/transfer procedure will include the use of both the paper Bid/Transfer Form in Appendix C for internal applicants (current employees), at the same time as the online Applicant Registration System (ARS) process for internal and external applicants.**

Involuntary Transfers: When it becomes necessary to involuntarily transfer an employee due to the elimination of a position(s), improve working relationships, or opening/closing of a facility, the transfer will be made after consideration of the following criteria:

- a. Seniority will be the deciding factor
- b. Least senior person will be transferred

When an employee is transferred or re-assigned to another position within the same job classification he/she will retain the same salary.

In unusual and special circumstances the Superintendent may recommend to the Board that an employee be transferred from one position to another specific position for good and sufficient reasons.

Section F: Layoff, Bumping, Recall

In the event it becomes necessary to lay off employees, employees shall be laid off in the inverse order of their countywide seniority.

When an employee is laid off due to reduction in work force, he/she shall be permitted to exercise his/her seniority rights to bump (replace an employee with less seniority). Such employee, if he/she so desires, may bump any employee in an equal or lower pay classification provided the bumping employee has greater seniority than the employee he/she bumps, and also provided he/she has the skill, ability, and qualifications required to perform the job.

All laid off employees shall be notified and recalled in inverse order of their layoff, provided they have the skill, ability, and qualifications required to perform the job. New employees shall not be hired into positions for which there are qualified laid off employees. Seniority shall be terminated if the laid off employee fails to report for work within fifteen (15) days of recall from layoff. Notice of recall for this purpose shall be deemed sufficient if delivered to the employee personally or if the employee is notified by registered mail at his/her last known address on file at the School Board.

The Employer agrees to continue group hospitalization insurance premium payments for one additional month after an employee is laid off. The employee may continue to pay his/her part of the premium subject to the provisions of the COBRA Law, provided the payment is received by the Risk Management/Insurance Department on or before the fifth (5th) day of each month. But in no event may the coverage be continued beyond the date the employee became eligible for coverage under any other group type plan.

An employee will accrue no fringe benefits while on lay-off status, but upon returning to work, will have restored to him/her any fringe benefits which he/she had accrued prior to being laid off.

ARTICLE VIII- DISCIPLINE AND DISCHARGE

Section A: Definition of Discipline

Disciplinary action may be imposed upon any employee by the immediate supervisor for failure to fulfill his/her responsibilities as an employee. The following list of types of misbehavior, while not to be interpreted as all inclusive, are agreed as a guide to types of misbehavior and misconduct by employees which will result in appropriate disciplinary action:

Any act of violence on the job, any profane, obscene, or abusive language used while on the job, or reporting for duty while under the influence of alcohol or any mood modifying drugs.

In addition, unauthorized removal or use of food, federal commodities, equipment, supplies, or monies from any school nutrition area will be just cause for immediate dismissal.

The School Board provides you with the necessary equipment, materials, and vehicles to carry out the job assigned you. If you are assigned any equipment, it becomes your responsibility to exercise reasonable care in its operation. Personal use of vehicles, materials, supplies, tools or other equipment is not permitted. Violation could result in discharge, prosecution or both.

An employee questioned during a disciplinary investigation will be given the opportunity to have a union representative present. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the employee's attention, and if corrected

shall not be entered into the employee's personnel file. Each employee shall be furnished with a copy of all performance evaluations or disciplinary actions as they occur, and shall be permitted to respond thereto. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section B: Discipline Records

An employee who goes for a period of twenty-four (24) working months without any disciplinary action shall be considered to have a clear record for the purpose of substantiating future disciplinary action or for use in arbitration hearings.

At the written request of an employee, any report in his/her personnel file, excluding assessments or observations, that may be considered or construed by the employee to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "not relevant for disciplinary purposes" and returned to the personnel file. This would be done only after two consecutive years (24 months) with no disciplinary action.

Any record of disciplinary action or derogatory report which has been in the file longer than two years, or any reference in the file to an incident that occurred more than two years ago, may not be used as evidence or testimony against the employee. Cases of disciplinary action which was the result of moral turpitude (gross violation of standards of moral conduct, vileness—an act involving moral turpitude is considered intentionally evil, making the act a crime) or a pattern of allegations of child endangerment that results in disciplinary action by the district are exempted from the two year moratorium.

Section C: Discharge

The Employer shall not discharge any employee without just cause. If the Employer feels there is cause for discharge of an employee, the Superintendent will suspend the employee without pay and make his/her recommendation of discharge at the next regular Board meeting, provided that there are five (5) working days between the suspension date and the board meeting; otherwise the recommendation will be made at the second Board meeting following the suspension. The employee will be offered a hearing before the Board and such hearing will be conducted, if the employee requests it, before the final action of discharge. Any Board hearing conducted at the request of the employee will preclude the use of the grievance procedure.

The Union and/or employee shall have the right within ten (10) working days after the suspension to take up a grievance concerning the discharge at the fourth step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

Section D: Abandonment of Position

When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three consecutive work days, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.

Section E: Progressive Discipline

Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. A copy of any notice of disciplinary actions will be provided to the union president and chief steward.

Progressive discipline shall consist of the following and be properly documented with copies provided to the Employee.

1. Verbal Reprimand
2. Written Reprimand
3. Suspension, administrative transfer, or demotion.
4. Discharge

ARTICLE IX - GRIEVANCES

Section A: Definition of a GRIEVANCE

1. A **grievance** shall mean an allegation by an employee resulting in a dispute or disagreement between the Employer and Employee, including violation, interpretation, or application of specific articles and sections of this agreement.
2. The **School Nutrition Manager** shall be the person who is responsible for making the initial recommendation for hiring the employee.
3. A **class grievance** shall mean an allegation resulting in a dispute or disagreement between the employer and employee effecting more than one employee, including violation, interpretation, or application of specific articles and sections of this agreement. The Union shall present the grievance at Step IV to the Superintendent.

Section B: Rules for Processing Grievances

1. A Steward may investigate and discuss grievances during working hours in his/her respective area without loss of pay, with permission of his/her immediate supervisor and the grievant's immediate supervisor, and such request shall not be unreasonably denied.
2. The grievance at Step II shall be submitted on the grievance form, a sample copy of which is attached to this Agreement as Appendix "A."
3. A grievance presented at Step II and above shall be dated and signed by the aggrieved employee and Union Steward or Union representative. A decision rendered shall be written to the aggrieved employee, Union Steward or Union representative, and shall be dated by the Employer's representative at that step.
4. When a written grievance is presented, the Employer's representative shall acknowledge receipt of it and the date thereof in writing.
5. A grievance not advanced to the next higher step within the time limit provided shall be deemed permanently settled. Time limits may be extended only by written mutual agreement.

6. When a grievance is filed on a disciplinary action that has been issued by the Superintendent, the grievance will be initially heard at Step IV or upon mutual agreement, at a conference prior to the Step IV hearing. Conference must be requested in writing within ten (10) working days of receipt of letter of disciplinary action. If the grievance cannot be mediated to both parties acceptance, the grievance will proceed according to the procedures as outlined in Article IX, Section C, with a Step IV hearing.
7. The Board and the Union shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Union. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Union.

Section C: Grievance Steps

Step I - EMPLOYEE/SCHOOL NUTRITION MANAGER: The matter must first be discussed by the employee with his/her immediate supervisor within ten (10) working days of the occurrence of the incident upon which the grievance is based or within ten (10) working days from the date that the occurrence of said incident is known or should have been known.

1. Informal Discussion: The informal discussion can take place either between the immediate supervisor and employee alone, or at the employee's request, the employee will be accompanied by a Union Steward.
 - (a) In case the Union Steward is present for the discussion then the immediate supervisor may have another supervisor with him/her when the discussion takes place.
 - (b) Discussions will be informal for the purpose of settling differences in the simplest and most direct manner.
2. Disposition: The immediate supervisor will be allowed twenty-four (24) hours to render a decision before the grievance may be processed further.

Step II - PRINCIPAL: If the employee wishes to appeal the grievance to Step II of the Grievance Procedure, he/she shall within ten (10) working days of the informal discussion fill out the official grievance form and present it to Principal.

1. Meeting: The Principal shall within five (5) working days following the receipt of the written grievance, arrange for a meeting between himself/herself and the Union Steward or Union Representative at a time mutually agreeable to both parties.
2. Attendance: The grievant may be present at the meeting.
3. Disposition: The Principal shall notify the Union and the employee in writing on the official grievance form of his/her decision no later than five (5) working days following the meeting.

Step III – SCHOOL NUTRITION DIRECTOR/DESIGNEE: If the employee wishes to appeal the grievance to Step III of the Grievance Procedure, the employee shall within ten (10) working days of the disposition deadline of Step II present the grievance form to the School Nutrition Director/Designee.

1. Meeting: The School Nutrition Director/Designee shall within five (5) working days following the receipt of the written grievance, arrange for a meeting between himself/herself and the Union Steward or Union Representative at a time mutually agreeable to both parties.
2. Attendance: The grievant may be present at the meeting.
3. Disposition: The School Nutrition Director/Designee shall notify the Union and the employee in writing on the official grievance form of his/her decision no later than five (5) working days following the meeting.

Step IV - SUPERINTENDENT: If the grievance is not settled at Step III, the grievant or Union Representative, within ten (10) working days after School Nutrition Director's response is due, shall forward the written grievance to the Superintendent.

1. Grievance Hearing: Within four (4) working days after the receipt of the written grievance, the Superintendent shall arrange and meet with the Union Representative for a hearing of the grievance.
2. Attendance: The grievant may be present at the hearing.
3. Disposition: After the hearing, the Superintendent shall indicate his/her disposition of the grievance in writing within four (4) working days and send a copy to the grievant and the Union.

Step V - SCHOOL BOARD: In the event that the grievant is not satisfied with the disposition of the grievance by the Superintendent, then within ten (10) working days thereafter, the grievance shall be filed with the School Board.

1. Memorandum: Both parties shall have the right to present a memorandum summarizing their position.
2. Meeting/Attendance: The Board shall within fourteen (14) working days meet with the Union, the grievant, and the Superintendent, concerning the grievance. Both parties shall have a reasonable time to present oral arguments.
3. Disposition: The disposition of the grievance by the Board shall be made in writing to the Union, the grievant and the Superintendent no later than seven (7) working days after such meeting.

STEP VI - ARBITRATION: If the grievance is not settled at Step V, the grievance may be submitted, within ten (10) working days after the Board's response is due, to arbitration under the rules of the American Arbitration Association. The award of the arbitrator shall be final and binding on both parties.

ARTICLE X - SAFETY COMMITTEE/ACCIDENT REVIEW COMMITTEE

Section A: Safety Committee

The School Nutrition Safety Committee will be comprised of representation from Employer and Union appointees, not to exceed three (3) employees representing the Union. The Committee will meet at least quarterly unless a request is made to meet sooner by the department's designated employee Safety Committee designee or by the Employer. All committee members will be allowed to attend the Safety Committee meetings without loss of pay. Recommendations of the Safety Committee will be made in writing to the Principal and School Nutrition Director.

Any condition which the Committee agrees is hazardous to the health and safety of the employee shall be recommended to the employer for correction. No employee shall be required to work or operate machinery that is defective to such an extent as to be hazardous to the employee's personal safety.

If the Committee cannot agree, a decision shall be made by a representative of the Employer within 24 hours. If a dispute still exists, it may be brought to the Superintendent or his/her designee for a final and binding decision.

Section B: Accident Review Committee for District Vehicles

Membership of the Review Committee will be comprised of eight (8) members with four (4) members appointed by the Union and four (4) members appointed by the District. All committee members will be given a minimum of two weeks' notice prior to a scheduled Accident Review Committee meeting. All meetings will proceed at the scheduled date and time as long as a majority of committee members are present.

Each employee shall be provided at in-service or upon completion of training, guidelines and procedures of the Accident Review Committee. When required, employees will be allowed to meet with the Accident Review Committee without loss of pay, whether or not they are responsible for the accident.

- 1) **Transportation:** When required to attend a meeting of the Accident Review Committee, employees not charged by law enforcement prior to the Accident Review Committee meeting shall be permitted the use of their assigned District vehicle to attend the review meeting. Employees who have been charged by law enforcement shall furnish their own transportation to the review meeting.
- 2) **Representation:** When required to attend a meeting of the Accident Review Committee, the employee shall have the right to bring legal counsel or a Union representative to the Review Committee Meeting.

ARTICLE XI - MISCELLANEOUS BENEFITS

Present benefits related to leaves of absence, health and safety, and retirement as outlined by Board Policy pertaining to non-instructional employees and Collective Bargaining agreement will remain in effect during the term of this agreement.

Section A: Insurance

The parties shall begin negotiations on health insurance in January no later than five (5) work days following the return from Winter Break.

The Board agrees to provide one health insurance plan for all benefits eligible employees without cost to the employee. Pursuant to Florida law, changes to the health insurance plan that constitute a change in a mandatory subject of bargaining must be collectively bargained unless otherwise waived.

Benefits eligible employees are employees who work a minimum of 30 hours per week. Employees hired prior to October 1, 2013 with continuous employment are grandfathered for the purposes of benefit eligibility even if working less than 30 hours per week. An employee hired after September 30, 2013 must work a minimum of 30 hours per week to be benefits eligible.

The Board agrees to provide group term life in the amount of \$20,000 and accidental death and dismemberment insurance in the amount of \$10,000. The Board agrees to pay the premiums for this group term life insurance for all benefits eligible employees.

The Board agrees to provide employee health clinic(s) for all employees. All Board employees are eligible to participate in the Polk County School Board Employee Health Clinic(s) as of their date of hire.

The effective date of health plan insurance for newly hired employees shall be the first day of the month in which the 90th day of employment occurs.

Once the benefits eligibility waiting period has been met, each employee covered under this Collective Bargaining Agreement, shall be enrolled in the Polk County School Board (PCSB) Health Plan with the applicable monthly employee contribution based on the coverage tier elected (e.g., Employee, Employee+Spouse, Employee+one child, Employee+two children, Employee+three or more children). Failure to waive the PCSB Health Plan will result in automatic enrollment in the "Employee Only" coverage tier at the current "Employee Only" monthly contribution level.

The PCSB Health Plan is considered Section 125 of the IRS code which allows employees to use pre-tax dollars to pay the premiums. Benefit elections, including automatic enrollment must remain in effect until the next Annual Open Enrollment Period unless a qualifying event is experienced. Examples of qualifying events are marriage, divorce, birth, death, adoption, gain or loss of coverage, etc.

Section B: Educational Assistance Program

All full time employees are encouraged to obtain a high school diploma or GED. Employees shall be reimbursed the cost of receiving a GED upon successfully completing the course and receiving the diploma. Reimbursement shall be paid within 30 days after an official written notification has been received by the Director of Employee Relations.

All full time employees shall be reimbursed for all courses, tuitions and materials where a passing grade has been obtained at any college, university, training academy or vocational school as deemed necessary by the School Board with prior approval by the School Board. Reimbursement shall be paid within 30 days after an official written notification has been received by the Director of Labor and Employee Relations.

ARTICLE XII - PAID LEAVES

Section A: Sick Leave

Any eligible employee who is unable to perform his/her duty because of an illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative (including in-laws), or member of his/her own household shall be entitled to use sick leave. Sick leave issues should be discussed in a conference with the employee. After such conference the Superintendent/designee may require a certificate of illness from a licensed physician or from the county health doctor. At the employee's request, the employee shall be provided a review of the requirement to furnish a certificate of illness after twelve (12) months.

Sick leave shall be credited as follows:

Four days of sick leave at the end of the first month of employment of each contract year and thereafter, one (1) day of sick leave for each month of employment which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee.

Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue, provided that at least one-half of this cumulative leave must be established within this District.

Falsification of leave documents is subject to disciplinary action, up to and including termination of employment.

Section B: Personal Leave Chargeable to Sick Leave

Each eligible employee shall be permitted to be absent six (6) days each fiscal year for personal reasons and the days shall be charged against accrued sick leave. This leave shall be non-cumulative.

Request for this personal leave shall be submitted through established procedures by the employee and approved or granted 24 hours in advance; provided, however, if the need for such leave is of a nature to make advance application impossible, such leave shall be authorized and granted if a prompt report and an adequate cause is made and shown to the proper authority.

Exception: Personal leave chargeable to sick leave may not be requested immediately before or after a holiday period. In addition, school nutrition employees may not request leave on clean-up days. Under extenuating circumstances, such leave shall be authorized and granted.

Section C: Bereavement Leave

An employee may be granted up to two (2) additional paid days of Bereavement Leave for the death of an immediate family member (which is defined as father, mother, brother, sister, husband, wife, child or other close relative (including in-laws), or member of their own household). Bereavement leave is also available for the following extended family members, which is defined as grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law or sister-in-law. Bereavement Leave is not transferrable or accruable, and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, funeral notice, or other satisfactory document attached to the Employee Application for Leave Form. Details about the family member's relationship may be required.

Section D: Vacation Leave for Eligible 12-month Employees

An eligible employee who has exhausted accrued sick leave may use accrued vacation leave without providing advanced notice for up to 40 hours (based on an eight (8) hour work day) per fiscal year (July 1 – June 30). An employee working four (4) hour days may use up to 20 hours per fiscal year. A note from a licensed physician is required for use of vacation leave in lieu of sick leave.

Section E: National Guard and Reserve Training Leave

Any employee who is a member of a national military reserve unit or the National Guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit.

Section F: Jury Duty Leave and Subpoena Leave

Employees shall be paid full salary for jury duty or if summoned by subpoena to serve as a witness. An employee so called as a juror or witness will return to duty each day as soon as possible if dismissed by proper authority.

ARTICLE XIII - UNPAID LEAVES

Leave granted at the request of an employee shall be for particular purposes or causes which shall be set forth in a written application for leave. The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used, the Board shall cancel such leave.

Section A: Medical Leave

An employee may be granted up to twelve (12) months of Medical Leave for illness to themselves or members of their household. After completing the probationary period, an employee who has a long term illness or injury and has used up all sick leave and vacation time may be granted Medical Leave if applied for within ten (10) days after his/her sick leave and vacation time is used up. The application for such leave must be accompanied by a statement from a **licensed physician** justifying the need for the leave. Such employee will be carried on the payroll list without pay for a period not to exceed twelve (12) months.

Any employee returning from extended Medical Leave during the twelve (12) month period must have a statement from his/her **physician** indicating their fitness to return to duty. The employee will then be reassigned to his/her original position or a comparable position with all benefits and raises that may have accrued during his/her absence. If an employee is unable to return to his/her duties within a period not to exceed twelve (12) months, then the employee shall be terminated.

The Superintendent may grant an employee an additional twelve (12) months of unpaid medical leave in cases involving unusual medical problems.

Section B: Parental Leave

A parental leave of absence may be granted to an employee for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

Employees returning from Medical Leave or Parental Leave shall have the right to return to the same or substantially equivalent position. Employees returning from leave shall give 48 hours written notification to their immediate supervisor if the employee wishes to return.

Section C: Family and Medical Leave Act (FMLA)

Employees who have been employed for at least twelve (12) months (may be non-consecutive), and who have worked for at least 1,250 hours over the twelve (12) months prior to the leave request, may apply for a leave of absence for eligible reasons for up to twelve (12) work weeks under the Family and Medical Leave Act and within the provisions of Board Policy.

- a) **Caregivers for related military personnel may be eligible for up to 26 work weeks of Military Caregiver Leave under the FMLA.**
- b) **Employees granted this leave who receive employee health insurance under Article XI shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave.**
- c) **The employee will have the option to use accrued paid leave (sick, personal, chargeable to sick, and/or vacation) concurrently with FMLA Leave.**
- d) **The School Board shall require medical certification from employees requesting and returning from FMLA Leave, and employees will be restored to the same position held prior to the start of the leave.**

Section D: Delegate Leave

At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office and designated as an officer or steward to attend the annual State and International Conventions as delegates. Delegates will be selected on the basis of membership as follows: 100 or fewer, one delegate; more than 100 but not exceeding 200, two delegates; more than 200 but not exceeding 300, three delegates; more than 300 but not exceeding 400, four delegates; more than 400, one additional delegate for each 1,000 additional members or fraction thereof.

Section E: Military Leave

Military leave will be granted without pay under the provision of **federal law and Section 115.14, Florida Statutes** to employees who are required to serve or volunteer to serve in the armed forces of the United States or this state. At the termination of service, employees must make application for reemployment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

Section F: Public Office Leave

Upon annual application, employees may be granted a leave of absence without pay up to six (6) years to serve in public office. Upon return from such leave, the employee shall be offered a position in the district for which the employee is certified and/or qualified.

ARTICLE XIV- MISCELLANEOUS AGREEMENT

Section A: Contracting and Subcontracting of Public Work

During the term of this agreement, the Employer shall not contract out or subcontract any public work for the purpose of laying off employees in the bargaining unit.

Section B: Bulletin Board Space

The Board agrees to provide at least a 2' x 3' designated bulletin board space specifically and solely for Union use, and for Union Information at each location where bargaining unit members are assigned. Bulletin boards shall be used for the posting of the following:

1. Meeting Notices
2. Notices of Union social or recreational events
3. Union services
4. Union elections and appointments
5. Status reports from Union committees
6. Union programs
7. News clippings
8. Directories
9. Union newsletters
10. Job Information (Descriptions)
11. Seniority List (Excluding Salary and Social Security No.)

Any other information to be posted must have the signed approval of the local Union President and the Director of Employee Relations. The posting of such notices shall not be arbitrarily denied.

Section C: No Strike--No Lock Out

The Union shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in **Section 447.505, Florida Statutes**.

During the term of this agreement, the Employer will not lock out any employee.

Section D: Board Policies

All Board policies shall be **available on the District's website**.

Section E: Fitness for Duty Examination

The Superintendent or designee may require a physical and/or psychiatric examination by a physician and/or psychiatrist licensed in Florida when, in its judgment, such an examination is relevant to work performance or employment status. The selection of the physician and/or psychiatrist shall be made by the employee involved from a current list of no fewer than three (3) practicing physicians and/or psychiatrists who are not employees of the Employee Health Clinic(s), named by the District and the District shall pay all costs incurred in the examination. Physical examination forms shall be available from the Human Resource Services Division.

Section F: Blood Donation

Whenever an employee is called by a Blood Bank to donate blood during the work day as a result of a medical emergency requiring immediate transfusion, rather than blood replacement, that employee shall have the remainder of the day off without loss of pay.

ARTICLE XV - SAVING CLAUSE

Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement to the extent that it violates the law.

The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provision.

The parties acknowledge that during the negotiation which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining 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.

SCHOOL NUTRITION ASSISTANT

ARTICLE XVI - TERMINATION-MODIFICATION

This 2018-2021 Collective Bargaining Agreement shall remain in full force and effect through June 30, 2021, unless the same has been terminated or modified pursuant to change in law or negotiations.

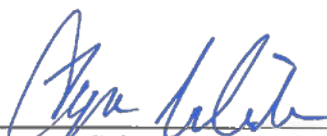
The Union agrees to give the Board notice of intent to renegotiate salaries and two (2) articles of their choice sixty (60) calendar days prior to June 30, 2019 and June 30, 2020, and the full contract prior to June 30, 2021. In the event the parties are unable to mutually agree upon proposed modifications, they shall comply with §447.403, Florida Statutes, as it pertains to resolution of impasse.

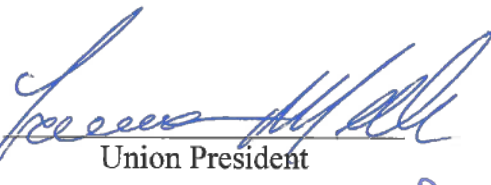
IN WITNESS WHEREOF, the parties hereto have set their hands, this 18th day of September, 2018.

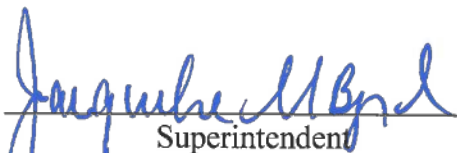
THE SCHOOL BOARD OF POLK COUNTY,
FLORIDA

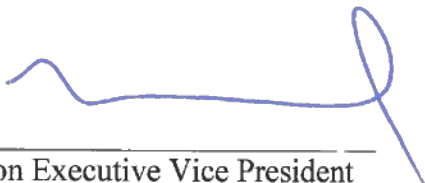
AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
Local 2227, (AFL-CIO)

Amended **September 18, 2018**

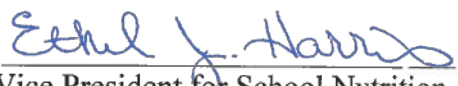
by 
School Board Chair

by 
Union President

by 
Superintendent

by 
Union Executive Vice President

by 
Chief Negotiator

by 
Vice President for School Nutrition

by 
Union Treasurer

**APPENDIX B
SCHOOL NUTRITION ASSISTANT SALARY SCHEDULE
2019-2020**

For the 2019-2020 school year employees will continue to be paid the same hourly rate as 2018-2019 with no salary level advancement. The intent of the language is to freeze salaries.

2019-2020 SALARY LEVEL	2019-2020 HOURLY RATE
1	\$10.30
2	\$10.56
3	\$10.83
4	\$11.09
5	\$11.38
6	\$11.66
7	\$11.95
8	\$12.25
9	\$12.56
10	\$12.87
11	\$13.18
12	\$13.52
13	\$13.75
14	\$14.01
15	\$14.08

If an employee has perfect attendance during the contract year, the employee will receive a one-time \$100.00 bonus to be payable no later than the July paycheck.

APPENDIX C – BID/TRANSFER FORM

Beginning December 1, 2018 this form is no longer used following the 90-day transition to the electronic RHS transfer application process.

(See Article VII- Seniority, Section E).

To: _____ Date: _____
Contact Person: School Nutrition Manager

I, _____ wish to bid/transfer (circle one) for the
School Nutrition Assistant

position of _____ located at _____ cafeteria;

bid expiring _____. Highest grade completed _____ or GED _____

My seniority date with the Polk County School Board is _____

My training and experience include: _____

My skills and abilities include: _____

I am presently employed at _____
Name of School

Please check one: _____ SL-1 (6 ½ hrs) _____ SL-6 (6 hrs.) _____ SL-5 (5 hrs.)
_____ SL-2 (4 hrs) _____ SL-4 (3 ½ hrs.) _____ SL-3 (3 hrs)

Please consider my bid for this position.

Thank you,

Signature Phone No.

SAP Employee ID No.

Manager's use only

_____ has been recommended for above position.
School Nutrition Assistant

Date Manager's Signature

White-Manager receiving bid Canary-Current Manager Pink-Nutrition Assistant

AFSCME DUES PAYROLL DEDUCTION AUTHORIZATION
To join your Local Union, please complete the information below and mail to:
AFSCME Local 2227 AFL
P.O. Box 198, Bartow, FL 33831-0198

EMPLOYEE NAME _____				SAP ID # _____	
<small>(Please Print)</small>	FIRST	MIDDLE	LAST		
ADDRESS _____					
STREET		CITY		STATE	ZIP CODE
WORK LOCATION _____				Total Deduction Amount \$ _____	
<p>I authorize my employer, The School Board of Polk County, Florida, to deduct the amount indicated and remit same as instructed by AFSCME Local 2227. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization will remain in effect until I give my employer written notice to cancel.</p> <p>Dues Deduction Authorization Cards and Forms: Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service. This authorization will remain in effect until I give my employer written notice to cancel.</p>					
Date _____			Home Phone _____		
Employee Signature _____					

AFSCME DUES PAYROLL DEDUCTION AUTHORIZATION
To join your Local Union, please complete the information below and mail to:
AFSCME Local 2227 AFL
P.O. Box 198, Bartow, FL 33831-0198

EMPLOYEE NAME _____				SAP ID # _____	
<small>(Please Print)</small>	FIRST	MIDDLE	LAST		
ADDRESS _____					
STREET		CITY		STATE	ZIP CODE
WORK LOCATION _____				Total Deduction Amount \$ _____	
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Date _____			Home Phone _____		
Employee Signature _____					