

AFSCME
COLLECTIVE BARGAINING
AGREEMENT

School Foodservice Assistants

2007-2010

Amended September 23, 2008

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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 foodservice 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 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 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 shall be furnished a complete list of deductions made each month.

The Union agrees to present to the Employer by the 10thth 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.

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 Saturday and extends thru 12:00 PM (Midnight) Friday 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.

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

Foodservice 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.) Foodservice 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 foodservice 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.

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.

Section B: Job Information

Openings for Foodservice Assistants will be posted on the bulletin board in each school cafeteria.

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

Section C: Drug Free Workplace

It is the School Board's intention to employ a work force free from the use of illegal drugs and the abuse of alcohol. In order to achieve this goal, the School Board of Polk

County agrees to follow and adhere to the procedures and work rules as stated in the Drug Free Workplace Policy (6Gx53-3.003, C.6.E) adopted April 14, 1994.

Section D: Temporary Pay Practices

An employee will be paid for all hours worked.

If a foodservice manager is absent, a determination will be made to send a manager intern or to request that a foodservice assistant fill in for the manager. The foodservice 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 foodservice assistant has been performing the duties of the manager, the foodservice 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 the uniforms at no cost to the employee.

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 Foodservice 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 approximately 90 days from the date of hire. For those employees beginning from the 1st through the 15th, insurance will begin on the first day of the month just prior to the completion of 90 days. For those employees starting on the 16th or after, insurance will begin on the first day of the month following 90 days of employment.

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 posted and the Union notified. Openings shall be posted on all cafeteria bulletin boards, and advertised on the Hotline, for a period of seven working days.

During the seven day period, employees, including employees on layoff, may apply for the open position. The application shall be in writing on the form provided in the Appendix, and submitted to the employee's immediate supervisor; or, for employees on layoff, submitted to the Director of Employee Relations. 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 working days following the expiration of the bid provided there is a qualified applicant.

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.

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.

Section G: Lay Off, 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 lay-off, 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 lay off. 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 two additional months after an employee is laid off. The employee may continue to pay his/her part of the premium for the two additional months period, provided the payment is received by the Finance Department on or before the fifth 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 foodservice 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 five (5) 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 **foodservice 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 five (5) working days of receipt of letter of disciplinary action. If the grievance can not 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/FOODSERVICE MANAGER: The matter must first be discussed by the employee with his/her immediate supervisor within five (5) working days of the occurrence of the incident upon which the grievance is based or within five (5) 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 - FOODSERVICE 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 Foodservice Director/Designee.

1. Meeting: The Foodservice 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 Foodservice 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 Foodservice 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

There will be a Foodservice Safety Committee formed.

The Committee will be composed of representation from Employer and Union appointees, not to exceed three employees representing the Union. The committee will meet quarterly if a request is made to the Employee Safety Specialist by either Employer or Union. All committee members will be allowed to attend safety committee meetings without loss of pay. Recommendations of the Safety Committee will be made in writing to the Principal and Foodservice 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 School Board for a final and binding decision.

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 Board agrees to pay the basic health and life insurance (\$20,000) premium for all employees who work four hours or more per day. Dependent health insurance will be available to employees; premiums to be paid by the employee. Dental insurance will be available to employees and their dependents; premiums to be paid by the employee. Vision insurance will be available to employees and their dependents; premiums to be paid by the employee.

Any Insurance Committee established by the Superintendent and/or the Board to study recommendations concerning health, life and dental insurance coverage shall include at least two members appointed by the Union.

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 Employee Relations.

ARTICLE XII - PAID LEAVES

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, 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. 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 medical doctor 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) months period must have a statement from his/her doctor indicating their fitness to return to their 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.

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, foodservice employees may not request leave on clean-up days. Under extenuating circumstances, such leave shall be authorized and granted.

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.

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. A statement of medical justification from a doctor must accompany the application for leave and doctor's statement may be required for reinstatement from leave. The Superintendent may grant an employee an additional twelve (12) months of unpaid medical leave in cases involving unusual medical problems.

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 B: Family Medical Leave Act (FMLA): AFSCME employees who have been employed for at least twelve (12) consecutive months may apply for a leave of absence under the Family and Medical Leave Act and the provisions of Polk County's School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Employees granted this leave who are eligible and receive insurance under Article XI shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. Use of sick leave is not required to be eligible for this leave. The School Board shall require medical certification from employees returning from medical leave and the employee will be restored to the same position held prior to the start of the leave.

Section C: 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 D: Military Leave: Military leave will be granted without pay under the provision of Florida Statutes 231.39 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 E: 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 employee 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 Florida Statute 447.002.

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

Section D: Board Policies

All Board policies shall be written and copies shall be furnished to the Union president upon their adoption.

Section E: Employee Physicals

The School Board of Polk County shall provide for and schedule physical examinations if said physical is required by the School Board for continued employment.

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.

ARTICLE XVI - TERMINATION-MODIFICATION

This 2007-2010 Collective Bargaining Agreement shall remain in full force and effect through June 30, 2010, 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, 2008 and June 30, 2009, and the full contract prior to June 30, 2010. In the event the parties are unable to mutually agree upon proposed modifications, they shall comply with Florida Statute 447.403 as it pertains to resolution of impasse.

IN WITNESS WHEREOF, the parties hereto have set their hands, this 31st day of October, 2007.

THE SCHOOL BOARD OF POLK COUNTY,
FLORIDA

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

Amended _____

by _____
Chairman of the Board

by _____
Union President

by _____
Superintendent of Schools

by _____
Director of Employee Relations

APPENDIX B

FOODSERVICE ASSISTANTS SALARY SCHEDULE

2008-2009

For the 2008-2009 school year, employees will advance one step on the salary schedule as appropriate, and as deemed eligible, based upon their years of experience; however, they will continue to be paid the same base salary that they were paid in 2007-2008.

| | <u>SALARY STEP</u> | <u>HOURLY RATE</u> |
|-----------------------------|--------------------|--------------------|
| | 0 | \$ 7.43 |
| | 1 | \$ 7.43 |
| | 2 | \$ 7.63 |
| | 3 | \$ 7.89 |
| | 4 | \$ 8.15 |
| | 5 | \$ 8.38 |
| | 6 | \$ 8.57 |
| | 7 | \$ 8.69 |
| | 8 | \$ 8.95 |
| | 9 | \$ 9.09 |
| | 10 | \$ 9.22 |
| | 11 | \$ 9.45 |
| | 12 | \$ 9.65 |
| | 13 | \$ 9.85 |
| | 14 | \$10.05 |
| | 15 | \$10.27 |
| (16-21 years of experience) | 16 | \$10.51 |
| (22-26 years of experience) | 17 | \$11.08 |
| (27-31 years of experience) | 18 | \$11.62 |
| (32-36 years of experience) | 19 | \$12.09 |
| (37+ years of experience) | 20 | \$12.55 |

If an employee has perfect attendance during the contract year, the employee will receive a one-time \$100.00 bonus to be payable not later than the July paycheck.

APPENDIX D
BID/TRANSFER FORM

To: _____ Date: _____
Contact Person: Foodservice Manager

I, _____ wish to bid/transfer (circle one) for the
Foodservice 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.

Social Security No.

Manager's use only

_____ has been recommended for above position.
Foodservice Assistant

Date

Manager's Signature

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