

K#: 830 774

**AFSCME, Local 1584
and
Manatee County School District**

Contract

2007-08

2008-09

2009-10

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PREAMBLE

PURPOSE

Section 1 - Parties: This agreement is entered into between the School Board of Manatee County and the Manatee County and Municipal Employees Local 1584 of the American Federation of State, County and Municipal Employees, AFL-CIO pursuant to Chapter 447, Florida Statutes to provide wages, hours terms and conditions of employment for employees represented by Local 1584 during the duration of this agreement.

ARTICLE I

RECOGNITION

Section 1 - Recognition

In accordance with Chapter 447, Florida Statutes, the School Board recognizes the Manatee County and Municipal Employees Local 1584 of the American Federation of State, County and Municipal Employees, AFL-CIO as the exclusive representative of the employees defined in the bargaining unit.

Section 2 - Bargaining Unit

It is understood and agreed by the parties that in this section, only the term, "full time" shall refer to both groups of employees defined as permanent employees according to Article II, Section 3. Except in Article III, Section 2, the definitions in Article II shall apply throughout the remainder of this agreement. The Union shall represent all full-time, non-instructional employees of said School Board in the following positions: food service workers, kitchen managers, cafeteria manager trainees; custodians, lead custodians I & II, head custodians I, II, and III; regularly assigned school bus drivers in the transportation department; trade helpers, equipment operators special equipment operator trainee, furniture repairmen, painters, carpenters I & II, glaziers, lead carpenters, lead painters, lead furniture repairmen, dispatchers in the grounds and sites department; lead sites person, heating servicemen, welders, plumbers, air-conditioning and refrigeration servicemen, electronics technicians, lead computer repair technician, computer repair technician, office equipment technician, electricians, lead plumbers, lead air-conditioning and refrigeration servicemen, lead electronics technicians, lead electronics communications technician, lead electricians, and trainees in the maintenance department; and servicemen, service mechanics, mechanics I and II, mechanical machine specialist, tire repair person, fuel island attendant/fuel tanker attendant, bodymen and lead bodymen, mechanical equipment repairman I & II, lead mechanical equipment repairman, industrial equipment repairman I & II, lead industrial equipment repairman, parts assistants, automotive parts counter person, lead parts person, trainees in the equipment maintenance department; bus monitor, physical handicapped aide, lead heating serviceman, roofer I lead roofer, landscape specialist and insect and pest control technician, assistant pest control, turf maintenance technician, irrigation specialist, stores clerk, warehouse worker, warehouse worker-driver, warehouse worker-driver II, lead receiving clerk, receiving clerk, and delivery driver. The bargaining unit is limited to employees in any said positions and shall not include any other employees of the School Board. Nothing in this Section will be construed to prevent the inclusion of new positions created by the School Board, if such new positions require duties similar to the above established positions.

ARTICLE II

DEFINITIONS

Section 1 - School Board

For purposes of this agreement, the term, "school board", shall mean the School Board of Manatee County or representative(s) designated by the School Board.

Section 2 - Union

For purposes of this agreement, the term "union", shall mean Manatee County and Municipal Employees, Local 1584 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Subdivision 1 - Local business agent shall be defined as Executive Officer (President, Vice President, Secretary Treasurer, Recording Secretary, Sergeant at Arms), and Executive Board Members.

Section 3 - Superintendent

For purposes of this agreement, the term "Superintendent" shall mean the Superintendent or his/her designee.

Section 4 - Permanent Position

For the purposes of this agreement, the term permanent position shall mean a position which is expected to carry over into a succeeding year regardless of the number of hours worked per week. The employee filling such a position, whether full-time (30 hours or more a week) or part-time, (less than (30) hours a week), pays FICA and is eligible to participate in the insurance programs.

Section 5 - Probationary Employees

During the first calendar year of employment an employee in a permanent position may be dismissed without cause. Any employee who successfully completes the one year probationary period of employment in a permanent position, shall be eligible to be appointed as a permanent employee. After the employee is appointed as a permanent employee, he/she may only be dismissed for cause or as a result of a reduction in force.

Section 6 - Temporary Employee

For purposes of this agreement, "temporary employee" shall mean an individual who is employed for a portion of a school year in either a full-time or part-time capacity. Such

an employee is not eligible for participation in the insurance programs of the school system.

Section 7 - Employee(s)

For purposes of this agreement, the term "employee(s)", shall mean any member of the bargaining unit.

Section 8 - Days

For the purposes of this agreement, "Day" or "Days" shall mean workday, Monday through Friday, unless otherwise specified.

Section 9 - Seniority

Seniority is defined as an employee's length of continuous service with the School Board of Manatee County in his/her current position. Seniority shall be broken by an employee's resignation, retirement, or discharge. This shall not affect Management's right to realign responsibilities between and within departments or to administrative involuntary transfers.

Seniority shall be a deciding factor in the following situations:

- a. If management determines that it is necessary to reduce a position(s) within a certain school/department, the decision as to which employee(s) will be involuntarily transferred shall be based on reverse seniority, provided, however, that needs of the department shall be considered in the determination as to who will be transferred.
- b. If a dayshift position in a school/department becomes vacant, the employee with the most seniority within the same classification in that school/department shall have the right to transfer to that dayshift position. The employee with the most seniority shall have one workday in which to decide if he/she wishes to transfer. If the employee with the most seniority does not wish to transfer, then the opportunity shall be offered to the employee with the next highest seniority, who shall also have one workday to decide if he/she wishes to transfer. Any employee who transfers under this provision must be willing and able to perform the specific duties entailed within the position to which he/she is transferring.
- c. If management determines that it is necessary to reassign an employee(s) within a certain school/department, management shall base its decision on reverse seniority, qualifications and performance. The employee shall be given written notice of the reason(s) for the reassignment.

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- c. If management determines that it is necessary to reassign an employee(s) within a certain school/department, management shall base its decision on reverse seniority, qualifications and performance. The employee shall be given written notice of the reason(s) for the reassignment.

Section 10 - Classification

For the purposes of this agreement, "Classification" shall be defined as the trade into which the employee is employed.

Section 11 - Assignment

For the purposes of this agreement, "Assignment" shall mean the job site/work location/shop to which the employee reports.

ARTICLE III

NO DISCRIMINATION

No person shall, on the basis of race, color, religion, sex, age, national or ethnic origin, marital status, disability, or on the basis of the use of a language other than English, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, or in any employment conditions or practices conducted by the School District, except as provided by law.

Employees have an affirmative obligation to immediately report alleged discrimination to their immediate supervisors or to the District Equity Coordinator. Management will investigate all claims of discrimination and shall take action that it deems appropriate to address any confirmed instances.

Management shall not in any manner intimidate, harass or make reprisals against any employee who reports an action of discrimination.

Except as specified below, grievances filed under this Article shall be processed only through Step 3 of the Grievance Procedure and shall not be subject to arbitration.

Section 1 - Sexual Harassment

Sexual Harassment is a form of sex discrimination. It is defined as unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is used as a basis for educational or employment decisions affecting the individual or such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic environment, or which creates a hostile intimidating, abusive, offensive, or oppressive environment.

Employees who are subjected to sexual harassment in the work site should immediately report such to their immediate supervisor or to the school district's Equity Coordinator. The Board shall take appropriate action if it finds that an employee has engaged in sexual harassment.

If an employee is not satisfied with the disposition of a claim of sexual harassment against a member of management, that employee may file an action with the appropriate state or federal agency. Such a claim shall not be adjudicated through the Grievance Procedure contained in this Contract.

Section 2: Harassment

Harassment of one employee by another shall not be tolerated by the School District.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The parties recognizes that the School Board has the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the School Board to direct its employees, take disciplinary action for proper cause and relieve its employees from duty because of lack of work or other legitimate reasons. The parties further recognize that the School Board is not required to meet and negotiate on inherent managerial functions not expressly set forth in this agreement.

Section 2 - Management Responsibilities

The Parties recognize the right and obligation of the School Board to manage and conduct the operations of the school district and that its primary obligation is to provide educational opportunity for the students of the school district.

Section 3 - Effect of Laws

Rules and Regulations: The parties recognize that employees covered by this agreement shall perform services prescribed by the School Board. The parties also recognize the right, obligation and duty of the School Board and its designated officials to promulgate rules, regulations, directives and orders that are not inconsistent with the terms of this agreement. The parties further recognize that the School Board, all employees covered by this agreement and all provisions of this agreement are subject of the laws of the state of Florida, federal laws, rules and regulations of the Department of Education, valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this agreement found to be in violation of the law shall become null and void and without force or effect.

Section 4 - Physical Examinations and Drug Testing

The Superintendent shall require pre-employment physicals, including testing for controlled substances, for all positions in the bargaining unit.

ARTICLE V

UNION RIGHTS

Section 1 - Right to Representation

Manatee County School Board agrees to recognize the right of the Union to elect representatives to conduct Union business. Local #1584 agrees that these representatives will not function during working hours. This recognition does not preclude management from directly meeting with individuals and groups of employees on matters relating to employee concerns.

Section 2 - Request for Dues Deduction

Employees shall have the right to request and be allowed dues deduction provided that dues deductions and the proceeds thereof shall not be allowed any Union that has lost its right to dues deduction pursuant to Section 447.507 of Florida Statutes. Upon receipt from the Union of a properly executed authorization card of the employee(s) involved and a certified listing of the names, by cost center, and the monthly dues to be deducted, the school district shall deduct from the employee's paycheck, beginning with the pay period in which authorization is received, the dues that the employee has agreed to pay to the Union during the period provided in said authorization. These deductions may be terminated by the employee by giving thirty days written notice to the Union and to the School Board district's payroll office to stop deductions. For any employee who requested dues deduction and who leaves the employment of the school district, the deduction will be stopped with the next payroll. Any dispute as to the amount of dues owing or deducted shall be solely between the Union and the employee involved, and the Union shall hold the School Board harmless from any liability arising from the deductions of any dues as certified by the Union. Dues deductions shall remain in effect until deductions are terminated by the employees.

Section 3 - Meetings with Management

Management agrees to meet on a regular basis at mutually agreeable times for the purpose of discussing administration of the collective bargaining agreement.

Section 4 - Bulletin Board & Mail Boxes

The Union shall have use of individual employee mail boxes, where such are provided. Union representatives shall not deliver union literature on work time and the mail boxes shall not be used to distribute political literature. The School Board shall supply a bulletin board, no smaller than 36 by 48 inches, for union use. No derogatory information may be posted anywhere in the district.

Section 5 - Notices to the Union

The School Board will furnish the Union one copy of the following, if the document exists:
Annual Budget

Labor/Management Committee Reports
Insurance Committee Reports
Changes in School Board Policies
New Job Descriptions
Safety Committee Reports
School Board Agenda
HR Manual

Section 6 - Employee Roster

The School Board shall furnish the Union with an up-to-date list of all personnel employed in this bargaining unit to include job title, pay grade, step and supplements. Such a list shall be furnished to the Union on October 1 and February 1. Similar information on all new employees shall be furnished to the Union on a monthly basis, upon the Union's request. The School Board shall also furnish the Union with two copies of personnel directories (telephone directories) and additions or changes as they occur.

Section 7 - Letter to Employees

The parties agree that a letter from the Union President and dues deduction cards shall be provided at orientation. The Board agrees to provide the union with address labels for new employees.

Section 8 - Deduction Window

The Board agrees to provide the Union reasonable access to payroll deduction windows.

Section 9 - Union Business

AFSCME representatives, who are not district employees, shall be permitted to transact official business at schools or administrative offices during working hours. This representative shall contact the principal or director of the school or department concerned for permission to conduct official business. Nothing in this section shall be construed to prohibit Union representatives from requesting meetings or conferences with appropriate school officials.

Section 10 - Labor Management Committee

A Labor Management committee shall be formed for the purpose of discussing with employee representatives matters of mutual concern not involving grievances or matters which have been the subject of this collective bargaining agreement.

Subdivision 1 – The Union shall select employee representatives from the appropriate unit to this committee. The Union may appoint an alternate to serve as a substitute in the event the duly appointed representative is unable to attend.

The number of representatives for each department shall be as follows:

<u>Department</u>	<u>Number of Representatives</u>
Maintenance	1
Custodial	1
Food Service	1
Vehicle Maintenance	1
Transportation Employees	1
Central Distribution & Warehouse Operations	1

Subdivision 2 - These meetings shall be held during working hours without loss of pay monthly, except for the months of June, August and December, or at other times by mutual consent.

Subdivision 3 - Transportation employees who are appointed to this committee and who attend such meetings shall be paid their regular hourly rate.

Subdivision 4 - The Union President and Vice President shall be members of this committee. Further, the Union President and a rotating representative selected by Management shall alternate as chairpersons of this committee. Management will identify their upcoming chairperson at the previous meeting.

Subdivision 5 - It is understood and agreed that employees/representatives will, where possible, first seek resolution of a concern at their departmental level before advancing the issue to the Labor Management Meeting. The representatives from the represented department will ascertain that the concern was first discussed at the departmental level before advancing it to the Labor Management Committee. This language shall not apply if the concern is the subject of a formal grievance.

Subdivision 6 - Representatives shall refrain from making personal attacks or slandering other individuals during the Labor Management meetings. Representatives who make personal attacks or slander regarding other individuals during these meetings shall assume personal liability for such utterances, and neither AFSCME Local 1584 or the Manatee County School Board shall be held liable for such remarks. The chairman of the meeting shall have the authority to terminate a meeting or exclude a representative who violates this provision.

Subdivision 7 - There shall be no reprisals against any representative to the Labor Management Committee or other employee as a result of their participation in the committee.

Subdivision 8 - Management and Union representatives for all departments listed in Subdivision 1 above shall be present at all Labor Management meetings unless their participation is not needed.

Subdivision 9 - Actual minutes of the meetings from one month shall be distributed prior to the following meeting, except in extenuating circumstances. It is understood that answers to questions presented at a meeting may not be available to be included in these

minutes. In such cases, the upcoming chairman will be notified with an estimate as to when an answer will be forthcoming.

Section 11 - Leave for Employees

The Superintendent may grant leave to union employees when he deems it to be consistent with the mission of the Board.

ARTICLE VI

EMPLOYEE RIGHTS

Section 1 - Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or his betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

Section 2 - Right to Join

Employees shall have the right to form, join, and participate in, or to refrain from forming, joining, or participating in, any employee organization of their own choosing.

Section 3 - Contracting and Subcontracting

The Board agrees to negotiate the impact of contracted services that result in the loss of employment for a member of this bargaining unit. This provision shall in no way restrict the authority of the School Board to decide on feasibility of contracted services in any department.

Section 4 - Work Rules

The School Board agrees to furnish each employee in this unit with existing work rules at the time of hire. Changes to work rules shall be posted on work center bulletin boards. All new employees shall be furnished a current union contract book.

Section 5 - Workers' Compensation Accident Report

An employee shall receive a copy of his worker's compensation accident report.

Section 6 - Personnel Files

No materials may be placed in an employee's personnel file, unless it has been reduced to writing within 30 (thirty) days of the administration becoming aware of the facts reflected in the materials, or within one week of the conclusion of the active investigation of such, or final disposition, whichever is later.

A copy of any material to be placed in an employee's personnel file shall be provided to the employee either:

- a. By certified mail, or
- b. By personal delivery, to be signed by the employee as proof that such material was given to the employee. If the employee refuses to sign, a witness to the delivery may be used in lieu of the employee's signature.

Section 7 - Evaluation, Reports and Reprimands

Employees will be furnished copies of their evaluation reports after the reports have been properly endorsed. Employees shall be furnished copies of written personal reprimands and reports of work deficiency. No employee shall sign his evaluation report, written reprimand or report of work deficiency until it has been completely filled out, endorsed and signed by all others concerned. An employee's official personnel file shall be maintained in the Human Resources Office. The employee may respond, in writing, to any item contained in this file and this response shall be attached to the item in question and shall be included in the personnel file.

Section 8 - Discipline

Progressive discipline shall normally be followed in employee disciplinary situations. As such, disciplinary consequences shall normally include oral reprimand, written reprimand, suspension for just cause (notice to be given in writing), or discharge; provided however, that management has the right to proceed to more stringent disciplinary consequences based on the seriousness of the offense, as determined by management. Hearings on suspensions without pay of up to two (2) weeks shall be heard by the Superintendent or a Superintendent-appointed hearing officer, if the employee requests a hearing.

The hearing officer shall be appointed by the Superintendent after consultation with the Union. Hearing officer decisions on suspensions without pay shall not be subject to appeal to the Board, nor shall they be subject to the Grievance Procedure contained in this contract. If a supervisor reprimands an employee it shall be done in a manner that will not embarrass the employee before other employees. Oral reprimands may not be referenced in a written document that is placed in the employee's personnel file unless there is another disciplinary situation involving that employee. Reprimands may not be subject to the Grievance Procedure contained in this Contract beyond Step 2.

Subdivision 1 - Right to Witness

Employees shall be given the option of having a witness/representative of his/her own choosing present during meetings called by immediate Supervisors or administrative personnel which would result in disciplinary action.

Subdivision 2 - An employee shall have the right to appeal a disciplinary decision by his/her immediate supervisor to the next level of supervision. This

appeal shall not prevent an employee from utilizing the Grievance Procedure contained in this Contract as appropriate.

Subdivision 3 - The Executive Director of Human Resources and Employee Relations may, upon request by an employee, seal disciplinary documents that are placed in an employee's personnel file if there have been no further disciplinary problems involving that employee. The decision as to whether to seal such documentation shall be at the discretion of the Executive Director of Human Resources and Employee Relations and shall not be subject to the Grievance Procedure contained in this Contract.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1 - Definitions

In the interpretation and construction of this grievance procedure, the terms hereinafter set forth are defined as follows:

Subdivision 1- Grievance

A grievance shall mean an allegation by an employee or a group of employees resulting from a dispute or disagreement as to the interpretation or application of this agreement.

Subdivision 2 - Grievant

An employee or group of employees in the appropriate unit having an alleged grievance.

Subdivision 3 - Days

In any place in this grievance procedure where the grievant is required to take any action within a certain number of days, same shall be construed to mean work days for the particular grievant. In any place in this grievance procedure where the person charged with the responsibility of making a decision is required to take any action within a certain number of days, same shall be construed to mean work days for the particular person.

Subdivision 4 - Extension of Time Limit

Either party, upon written request submitted within the original time line specified at the step where the extension is requested, shall be granted no more than two (2) time extensions, not to exceed a total of ten (10) days during the life of any grievance.

Subdivision 5 - Definition of Supervisor:

For purposes of this Article, the term "Immediate Supervisor" shall mean:

Employee Group

Immediate Supervisor

Custodial	Site Administrator
Operations	Supervisor of Operations
Food Service	Food Service Manager
School Bus Transportation	Director of Transportation
Vehicle & Equipment Maintenance	Supervisor of Vehicle Maintenance
Central Distribution	Manager of Central Distribution
Mechanical Systems & Energy	Supervisor of Mechanical Systems & Energy
IMC	Program Administrator of Media Services
Computer Repair & Public Address	Manager of Communications & Technical Systems Support

Subdivision 6 - Definition of PERC

Hereinafter PERC shall mean Public Employees Relations Commission.

Section 2 - Procedure

The purpose of the procedure described below is to resolve any concern at the level closest to the grievant and therefore in the shortest period of time. The procedure for handling and processing of grievances by employees covered by this agreement shall be:

Subdivision 1- Informal Conference

Before a formal grievance is filed, the grievant and his/her supervisor shall attempt to resolve the alleged grievance in an informal conference. The grievant must request the informal conference within thirty (30) days of the time the grievance occurred or within thirty (30) days of the time that the grievant knew or should have known of the grievance. The grievant shall inform the supervisor of the facts upon which the grievance is based and what provisions of the contract have been violated.

The Supervisor shall render a decision, including the specific reasons or basis for such decision, in writing within ten days of the date of the Informal Conference and provide a copy to the grievant.

Subdivision 2 - Formal Grievance

- (a) If the grievance is not resolved in the informal conference, the grievant may file a formal grievance. The formal grievance shall be in writing signed by the

grievant on the proper form. The statement of the grievance shall include the date the grievance occurred, or the date upon which the grievant obtained knowledge of the grievance and a statement of the facts and circumstances surrounding the interpretation of this agreement. The formal grievance shall explain specifically how a provision or provisions of the agreement has/have been violated based upon the facts alleged. Copies of supporting documents or other demonstrative items of evidence may be attached to said grievance presentation or may be incorporated therein by specific reference thereto and shall be provided by the School Board at no cost to the employee or Local within five (5) days, provided that the clerical time does not exceed one hour and the number of copies requested does not exceed 50. In the event that either restriction listed is exceeded, the cost of the copies will be that normally charged by the District and the labor charge will be the designated employee's hourly rate.

The formal grievance must be filed with the Superintendent within fifteen (15) business days after the informal conference with his/her Immediate Supervisor.

(b) Decision by the Superintendent:

The Superintendent shall meet with the grievant prior to making his decision. The Superintendent shall have ten (10) business days from the date the grievance is received by the Superintendent within which to render a written decision on the merits of said grievance and deliver a copy of the decision to the grievant.

Subdivision 3- Binding Arbitration:

- a. Procedure: In the event the grievant wishes to appeal the decision of the Superintendent, the grievant and only the grievant, may request that the grievance be submitted to arbitration within ten (10) days of the date of the Superintendent's decision. Written notice of this action shall be submitted to the Superintendent.
- b. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall attempt to agree upon the selection of an arbitrator within five (5) days after the request to arbitrate. If no agreement on an arbitrator is reached after five (5) days the grievant may request FMCS to initiate procedures for the selection of an arbitrator, provided such request is made within ten (10) days after request for arbitration. Failure to request an arbitrator from the FMCS within the time limit periods provided herein shall constitute a waiver of the grievance.
- c. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party and the School District shall within five

(5) days after notice of appointment forward to the arbitrator the submission of the grievance which shall include the following:

- (a) The issue involved,
- (b) Statement of the facts,
- (c) Position of the grievant,
- (d) The written documents relating to the grievance.

(4) Hearing: The grievance shall be heard by a single arbitrator. The grievant and his/her representative shall be present and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

(5) Decision: The written decision by the arbitrator shall be rendered according to the arbitrator's time schedule and decisions by the arbitrator shall be final and binding upon the parties.

(6) Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the parties' representatives, witnesses, and any other expenses which the party causes to be incurred in connection with presenting its case in arbitration. The cost of substitute employees for personnel called as witnesses shall be paid by the calling party, if a sub is normally required for that position. The parties shall only share equally fees and expenses of the arbitrator. AFSCME will not be responsible for the cost of an arbitration to which it was not a party.

(7) Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this agreement.

Subdivision 4 Alleged Grievance by a Group: In the event that facts and circumstances constituting the alleged grievance are substantially the same for two or more grieving parties at more than one work location, then and in that event the two or more grieving parties at having substantially the same alleged grievance may at their election, submit a single formal grievance presentation signed by each said grieving party. The alleged grievance by a group asserted in and by said single formal grievance presentation shall then be handled and processed in the same manner as provided in this grievance procedure for other formal grievance presentations beginning at Step Two. In the event, there are two or more grieving parties in the same department, or work location, with substantially the same grievance, the grievance shall be filed at Step One.

Section 3- Related Provisions

Subdivision 1- Representation: Employees shall have the right of Union representation of each step of the grievance procedure and shall be required to be present at Step 3. Nothing in this part shall be construed to prevent any employee from presenting at any time, his own grievance, in person or by legal counsel, and having such grievances adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of the Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances. A grievant may discuss, but not be required to, discuss their grievance without their chosen representative being present. A grievance shall not be represented by any person who might be required to take action, or against whom action might be taken in order to adjust the grievance, or by a representative of any other employee organization.

Subdivision 2 - Time Limitations: In the event a grievant does not institute the Informal Conference of the grievance procedure within thirty (30) days of the time the grievant should have obtained knowledge of the alleged grievance, then the grievant shall be deemed to have waived the alleged grievance. In the event the grievant does not institute the procedure set forth in Steps One, Two, and Three, within the time herein above prescribed for each particular step, then the grievant shall be deemed to have waived the right to proceed and the decision rendered at the previously completed step shall be considered as final. If a written decision is not rendered at Steps One, Two or Three within the time herein prescribed in each particular step, the grievance may, at the request of the grievant, proceed to the next step of the grievance procedure. The time limitations set forth in this grievance procedure may be extended according to Section 1, Subdivision 4 of this Article.

Subdivision 3 - Decision Making: In arriving at a decision in Steps One, Two, and Three, the person charged with the responsibility of making the decision shall examine the formal grievance presentation, together with any supporting documents attached thereto. Said persons shall confer with the grievant and may take statements from, questions, or confer with any other employee or person who may have actual knowledge of facts material to making a decision.

Subdivision 4 - Fair Dealing: The School Board, its members, officers, agents and employees shall not in any manner intimidate, harass, or make reprisals against a grievant who asserted an alleged grievance merely because said grievant has exercised the right of following the grievance procedure set forth herein. The formal grievance presentation, the written decision rendered in connection therewith and all other appropriate documents in connection with any alleged grievance shall be kept by the School Board as a separate file and no part or portion thereof shall be included or noted in their personnel file of any particular grievant.

Subdivision 5 - Resolution: Notwithstanding the expiration of this agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

Subdivision 6 - The Board shall follow the provisions of Florida Statutes 447.401 regarding grievances.

ARTICLE VIII

VACANCIES AND TRANSFERS

Section 1 - Posting of Vacancies

All vacancies in full-time permanent positions which would result in an increase in the hourly wage for any member in this unit shall be posted for six (6) working days. However, a position may be filled temporarily pending completion of posting and application procedure.

Known food service vacancies for each ensuing school year which are not filled from within the cafeteria where the vacancy occurs, shall be posted for six (6) workdays in all school buildings starting on the first advertisement day in May. The posting shall continue until the employee's last workday in May. Vacancy notices shall include the name of the positions, locations and number of hours per day.

Any food service employee who wishes to have summer food service employment, may make their wishes known to the Food Service Department and they shall be considered for any summer food service employment opportunities offered by the Board. The most senior qualified employee will be selected using the following criteria: availability, commitment, work description, and holder of a driver's license.

Section 2- Critical Shortage

When the district is unable to fill positions as evidenced by not having responses from viable, qualified candidates after three postings, the Superintendent shall have the right to declare a critical shortage and establish a starting wage of up to Step 4 at that pay grade, based on the verification of relevant work experience and appropriate qualifications. When declaring a position as a critical shortage, the Superintendent shall notify the President of Local 1584. Under the provisions of this section, no new employee will be placed on the salary schedule above a current employee in the affected trade, provided that the employee has verifiable relevant work experience and appropriate qualifications.

Section 3 - Application for Vacancies

An employee covered under this agreement may submit an electronic application for any vacancy which is posted pursuant to this Article. A new hire shall not be placed permanently in a posted position until all qualified applicants from within have been considered. It is understood that the School Board values its employees and to that end it is the Board's intent to promote from within or provide an explanation (upon request) for their not being hired, and assistance in career development as available.

Supervisors who make the hiring recommendations will base their decisions on, but not limited to, highest qualifications and, in the case of applicants from within the system, will include the employees' evaluations. For employees who are interviewed and are not selected for the

position, upon his/her request, the supervisor will give an explanation of the reason or reasons for not being selected and methods or suggestions on what the employee can do to enhance their skills. Under no circumstances is the explanation given subject to grievance procedures.

An electronic record of the applications reviewed by the Supervisor will be archived for twelve (12) months.

Section 4 - Voluntary Transfers

An employee desiring a transfer shall apply in the district's applicant tracking system (PATS) for the specific posted position.

Section 5 - Administrative Transfers

The School Board reserves the right to transfer employees as emergency or exceptional conditions may require. Posting shall not apply in an administrative transfer involving any employee as long as it does not provide an increase in the hourly wage. However, the employee and the Union shall be notified prior to the transfer taking effect. In the event an employee is transferred involuntarily, the pay grade will remain the same the remainder of the fiscal year and the employee shall be given the opportunity to apply for any vacancy of the kind from which he/she was transferred and shall be granted an interview.

Section 6 - Supervisory Relationship

No employee shall be placed into a direct supervisory relationship over another employee who is a member of his/her immediate family or household. Transfers may be used to effectuate this provision in the case of promotions and changes in family or household configurations. Transfers necessitated by this provision shall be made as soon as administratively practical.

For the purpose of this provision, "direct supervision", shall refer to the relationship that exists between the staff member and the individual who is responsible for making the annual formal evaluation of the staff member.

"Immediate family" shall be considered to be mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, life partner/companion.

Under extraordinary circumstances, the School Board of Manatee County and Union may agree to waive this provision.

This provision shall not apply to those assignments made prior to ratification of this agreement.

Section 7 - Transfers into Bargaining Unit

Any employee who is transferred into the AFSCME bargaining unit shall serve a 120 day probationary period and will be placed on Step 0 of the appropriate salary grade.

If an employee has previously been a member of the bargaining unit, they shall be placed at the step which they would normally be placed if they had not left the bargaining unit.

Section 8 – Transfers within Bargaining Unit

For employees who transfer to another position within the bargaining unit, there shall be a thirty (30) day trial period. (Note: this trial period is not a probation period. During this trial period, the employee shall retain all rights previously acquired.) During that time, either the employee or the district may request a return to the previous position.

Section 9 – Rehires

If a former employee returns to work within five (5) years of separation from this school district, they will be placed on the step at which he/she left and the appropriate pay grade for the position he/she will be filling. This position can be full time, substitute or temporary. If the employee has been separated more than 5 years, the step will be determined by the appropriate district level administrator.

ARTICLE IX

LAYOFF AND RECALL

Section 1 - Length of Service

For the purpose of this Agreement, length of service shall be defined as an employee's length of continuous service with the School Board of Manatee County since his last date of hire. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement (excluding drop). Length of service rosters will be posted on all departmental bulletin boards on or about October 15th of each school year and a copy of this list will be furnished the Union upon request.

Section 2 - Layoff

Is defined as the reduction in force for lack of work or funds without fault on the part of any employee. In the event it becomes necessary to layoff employees in a department, the following procedures shall apply:

Subdivision 1: Before any permanent employee is laid off, temporary employees will be laid off based upon school system and departmental needs. Employees shall not be allowed to "bump" from one classification to another in a lay-off.

Subdivision 2: The selection of permanent employees for layoff shall be made by the School Board based upon length of service, qualifications and performance.

Section 3 - Notification

Employees to be laid off shall be so notified at least five (5) days prior to the effective date of the layoff. The School Board agrees to provide the Union a list of names of employees to be laid off, at the same time the affected employees are notified.

Section 4 - Recall

Laid off employees shall be recalled, by certified mail, in the reverse order of layoff according to school system and departmental needs. No new employee shall be hired to fill a position previously held by a laid off employee until all laid off employees within a department or section have had the opportunity to accept the recall offer. A laid off employee who is offered recall must indicate within five (5) workdays from notification by certified/return receipt mail requiring signature whether or not he accepts the recall. The return date of the recalled employee shall be determined by the Executive Director of Human Resources and Employee Relations or his designee. If a laid off employee declines a position, he shall forfeit any rights to any further recall and shall be terminated. Employees who have had a break in service for a period of 90 days or more must be re-fingerprinted and drug screened. This shall be at Board expense.

Subdivision 1 - Accrued Benefits: Upon returning to work, an employee will have restored to him any fringe benefits which accrued prior to his layoff.

ARTICLE X

SAFETY

Section 1 - Safety Committee

The Board and Union agree to establish a safety committee. The Union shall submit the name of one member (and alternate who shall serve in the absence of the member) from maintenance, custodial, food service, vehicle maintenance, school bus drivers, and warehouse to serve on the committee. A written notice of the name of the elected member and his/her alternate to the safety committee shall be sent to the Risk Manager by the Union. The Risk Manager (or alternate) shall chair the committee. The member shall meet with the committee with no loss of pay. The transportation employee representative who attends such meetings shall be paid their regular hourly rate. The meetings will be held quarterly or more often if deemed necessary by the chair.

Section 2 - Alleged Unsafe Conditions

Alleged unsafe acts/conditions may be brought to the attention of the employee's immediate supervisor, in writing, by use of a form provided for this purpose. These written reports will be signed by the employee and the supervisor's signature will acknowledge receipt of the report. The employee will retain one copy.

When an employee reports in writing to his/her immediate supervisor any unsafe working conditions, the Risk Manager or his designee shall investigate these reported conditions and the employee shall be informed of the results of the investigation within 15 10 workdays in writing and all alleged unsafe reports shall be reviewed by the Safety Committee.

ARTICLE XI

SALARY, PAY PERIODS AND OTHER BENEFITS

Section 1 - Salary

The Salary Schedule for AFSCME employees shall negotiated annually.

Section 1B

Work Year for 12-Month Employees: The work year for 12-month AFSCME employees shall be 253 days.

Section 2 - Pay Periods

Semi-monthly employees shall be paid on the 10th and 25th of each month. Monthly employees shall receive their pay on the 10th of the month and may continue to receive their pay on a monthly basis; however, semi-monthly employees may not switch to monthly. However, beginning with March 1, 2005, all new employees shall be paid semi-monthly by direct deposit.

Section 2 A - Supplemental Pay

Employees assigned to Vehicle Maintenance shall receive a \$.10 per hour pay increase for every major component certification obtained up to 20. This shall include state certifications.

ASE Certified Master School Bus Technicians shall receive a 6% pay supplement. ASE Certified Master Technician in Medium/Heavy Truck and Collision Repair and Refinished shall receive a supplement of 4% per year.

Section 3 - Salary Schedule Implementation

a. Twelve (12) month employees who start employment before January 1st and who have been reappointed shall be considered to have one year experience for salary purposes. Less than 12-month employees must work 1/2 of the duty days in their position plus one (1) day excluding summer school service in order to be eligible to receive a step increase.

b. Promotions

(1) Promotions to Dissimilar Positions - Employees who are promoted within the hourly salary schedule shall be placed on the new pay grade

at one step above first step which is equal to or provides an increase in hourly rate to the promoted employee.

(2) Promotions to Similar Positions - In the event an employee is promoted within the AFSCME hourly salary schedule to a position which is similar to the previous position, the employee shall retain his/her salary step. The Executive Director of Human Resources and Employee Relations shall determine whether the prior experience is similar.

(3) The Union president shall be notified by the Human Resource Office regarding whether a transfer to a different classification within the AFSCME unit is deemed to be similar or dissimilar. If the Union president does not agree with this decision, then he/she may provide input regarding the matter. It is understood that this process of providing for input shall not delay the payroll processing of an employee.

c. Reassignment: The reassignment of employees shall be at the discretion of management based on the needs of the district (see definition of assignment, Article II, Section 11).

d. Reclassification: Reclassification of an employee shall be upon the recommendation of the Superintendent and approved by the Board.

(1) To the same pay grade: When reclassification is made to another position in the same pay grade, the hourly rate of pay shall not change.

(2) To a lower pay grade: When an employee is reclassified to a lower pay grade, the hourly rate of the employee will remain the same for the remainder of the fiscal year of the change. At the beginning of the new fiscal year, the employee's salary shall be set at the lower of:

The step at which the old salary would fall in the new pay grade, or, the maximum of the new pay grade.

No increment shall be awarded for the new fiscal year unless the change in classification occurs on or after April 1.

Where the reassignment is the result of an employee applying for a position in a lower pay grade, the employee will be placed at his current step on the new pay grade.

However, where workers' compensation is involved, workers compensation rules, shall apply.

When an employee is reclassified to a higher pay grade, the hourly rate of the incumbent employee will be calculated as if it were a promotion.

Section 4 - Extra Driver Earning Program

Drivers shall be paid at their regular hourly rate while participating in the Extra Driver Earning Program.

Section 5 - Shift Differentials

Employees who are assigned to a work shift having a major portion of time scheduled after 6:00 p.m. will receive seventy-five (75) cents per hour above the normal rate of pay on the days that employee normally works such a schedule. A work schedule which is divided equally before and after 6:00 p.m. will entitle an assigned employee to fifty (50) cents per hour above the normal rate of pay on the days that employee normally works such a schedule.

Section 6 - Meal Compensation

An employee whose daily work schedule consists of seven (7) or more hours of employment and who is authorized to work four (4) or more continuous hours, beyond his regular quitting time shall be compensated for a meal. This meal compensation shall not exceed eight (8) dollars. A valid receipt must accompany an employee's request for this meal compensation. The employee's meal period shall be considered his own time. The meal allowance for school bus drivers participating in the extra curricular driving program shall be as set forth in the, "School Bus Operations Manual".

Section 7 - Supplemental Pay

In extraordinary situations, a 4% supplement shall be given to an employee who is assigned by a supervisor the responsibility of a higher paid position for a minimum of fifteen (15) consecutive workdays, including holidays. Such supplement will be effective retroactively to the first day the full responsibility of the higher paid position was assigned.

Section 8 - Trainees

Trainees are employees designated by the appropriate department director and may be used for any position in the bargaining unit. They may be a new or present employee and will start at one or two pay grades below that pay grade of the position they are being trained for, at the discretion of the director.

When considering the pay step of a present employee for a training position, the exception clause in this contract will become effective.

EXCEPTION: In no case shall the advancing employee be paid in a higher step than any employee in the position that he or she was trained for.

The training evaluation criteria will be specified by the appropriate department director with input from appropriate manager, supervisor and lead person and agreed to by the employee.

The length of the training period will be determined by the Lead person, Manager, Supervisor, and Director of the department. Except for food service manager trainee, progress will be determined by monthly written evaluations. In no case may a training period be less than one hundred and twenty (120) days or more than 510 days.

Cafeteria Manager Trainee - This section shall apply to placement and promotion of cafeteria manager trainees. Any cafeteria manager trainees hired after ratification of this agreement shall be hired for a specific training period, after which there shall be no expectation of continuing in the training position.

Section 9 - Tool Allowance

Employees who are required by departmental policy to provide their own hand tools having a gross replacement value in excess of \$500. The tool allowance for the 2004-05 school year shall be \$224.48. Thereafter the tool allowance will increase by the percentage of the salary increase each year. Employees who qualify for tool allowances will receive their allowance by July 31.

Section 9-A - Tool Allowance for Custodial Department

The custodial department at each school site shall receive a yearly tool allowance of \$150.00. This money shall be placed in a special account to be used specifically for tools and excludes the purchase of supplies.

Section 10 - Uniforms

Subdivision 1: Uniform Allowance - The Board shall provide a uniform allowance in the form of a credit or cash in the amount of \$137.64 for the 2004-05 school year for personnel included in the Bargaining Unit. Management shall provide a list of vendors from whom a uniform may be purchased with the credit. This allowance shall be increased annually by a percentage equal to the percentage increase in the salary schedule. Only one uniform allowance will be provided each fiscal year to designated employees.

To promote identification and safety, all Bargaining Unit employees may be required to purchase and wear a uniform as designated by individual department policy. It is the responsibility of the employee to maintain his/her

appearance. Worn, faded, torn or damaged uniforms will not be acceptable. Any employee exempted by management from wearing a uniform shall not receive a uniform allowance.

New employees shall receive their uniform allowance in their first paycheck. Current 12-month employees shall receive their uniform allowance by July 31 and current ten-month employees shall receive their allowance by September 15th. New employees who are employed after April will not receive an allowance the following school year.

Management will establish uniform selection with input from the individual department representatives.

Subdivision 2: Safety Shoes - Designated employees shall receive an allowance of \$56.85 for safety shoes. This allowance shall be increased annually by a percentage equal to the percentage increase in the salary schedule and shall be paid at the same time as the uniform allowance. Employees receiving this allowance will be required to purchase and wear appropriate safety shoes as approved by the Risk Management Department. Beginning July 1, 2005, Food Service employees shall be furnished an allowance of \$50.00 for purchasing safety shoes that are approved by the Food Service Department.

Subdivision 3: Damaged Uniform - In the event a uniform becomes damaged due to a reported work accident, the item may be repaired or replaced at no expense to the employee. The administration will determine (1) whether or not the accident was work related and (2) whether the uniform shall be repaired or replaced.

Subdivision 4: Transportation Uniforms

A. Bus Monitors and Aides: Appropriate, standardized large golf umbrellas shall be purchased by the School District and placed on each bus.

B. Bus Drivers: Appropriate flashlights shall be purchased by the School District and placed on each bus.

Subdivision 5: The selection of uniforms will be determined by a committee comprised of management and union personnel.

Section 11 - Overpayment Deductions

If an error is made which results in an overpayment to an employee, the employee will be notified of the error and his obligation to repay such overpayment. The affected employee and a representative of the Payroll Department shall attempt to reach agreement on the means of repayment prior to deduction from an employee's paycheck. Normally, repayment shall be made within the fiscal year.

Section 12 - Payroll Errors

Payroll errors which are not the results of employee error shall be corrected within three (3) days of notification unless the employee mutually agrees to extend that period.

Section 13 - Learn & Earn

The Board agrees to extend the benefits of the Learn & Earn Program to AFSCME Employees.

Section 14- Pay for Leads

Leads will be paid two pay grades above the trades they are leading. Positions that are currently paid three pay grades above the trades, in exception to this, shall remain at the current differential until the position is vacant. The vacant position will be reclassified to the standard two pay grades above the highest pay grade being led.

Section 15-Longevity

Employees who have completed (10) continuous years of service by November 30th of each year will receive a seven hundred fifty (\$750.00) longevity supplement in their December 10th paycheck. Employees who have completed ten (10) continuous years of service by June 30th of each year will receive the longevity supplement in a July 10th paycheck. The supplement will be payable annually through their twentieth (20th) year of service.

Employees who have completed twenty (20) continuous years of service by November 30th of each year will receive a fifteen hundred dollar (\$1,500.00) longevity supplement in their December 10th paycheck. Employees who have completed twenty (20) continuous years of service by June 30th of each year will receive the longevity supplement in a July 10th paycheck. The supplement will be payable annually though their final year of service.

Longevity supplements will apply towards retirement credit.

Any employee must be in an active duty status (not on unpaid leave) as of December 1 or July 1, respectively, of any given school year to be eligible to receive his/her longevity payment. Employees who separate from service with the Board prior to

December 1 or July 1, respectively, of any given school year will not be eligible to receive that year's longevity payment.

ARTICLE XII

WORK HOURS AND OVERTIME

Section 1 - Hours

The specific work hours for each employee in this unit may vary according to the needs of the district. The employees work hours will be designated by the appropriate Assistant Superintendent or his designee. The normal hours per day will be as adopted with the salary schedule for the current fiscal year.

Section 2 - Clean-up Period

All employees covered under the bargaining unit shall be granted a ten (10) minute personal clean-up period, if needed, prior to the end of each working day.

Section 3 - Rest Period

The work schedule for all employees shall provide for a fifteen (15) minute rest period during each four (4) hours of continuous work. The rest period shall be scheduled in the middle of each four hours of continuous work wherever this is feasible.

Section 4 - Overtime

The workweek shall be from Sunday through Saturday. The employees' schedule during the work week shall be determined by the supervisor. Any employee who works more than forty (40) hours during any workweek shall be entitled to overtime pay or compensatory time. All paid leaves and paid and non-paid work days and holidays taken within the workweek shall count toward calculating time worked during the workweek. Overtime pay and compensatory time above forty (40) hours in any workweek shall be compensated at time and one-half except Sundays and holidays which shall be compensated at double time. The parties understand the needs of the departments vary between department and within a department during different times of the year. In lieu of overtime pay an employee and his/her supervisor may agree to compensatory time. Compensatory time shall be taken within ninety (90) working days unless otherwise required by law. Each department will provide a system for assigning overtime, which will include rotation as described below among qualified employees.

Overtime work may be required to provide a safe, sanitary or conducive school/work environment, as well as to protect life and property. All other overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime in situations that do not involve a safe, sanitary or conducive school/work environment. The determination as to whether a situation involves a safe, sanitary or conducive school/work environment shall rest with the supervisor.

Overtime work may also be required to perform disaster preparedness and recovery operations requested by the Superintendent. Such services shall include, but not be limited to, the operation and maintenance of schools used as community shelters.

Overtime assignments will be rotated on a voluntary basis equally among personnel in the particular work group involved based on a seniority sequenced roster except as noted below. In cases where overtime is necessary in order to complete a work assignment already in progress, the opportunity for overtime will normally be offered first to the employees who have been working on that assignment during the immediately preceding work shift. If deemed necessary, personnel currently on duty may be required to complete the project. The parties understand that work situations may arise which require that specific individuals who possess certain skills or are familiar with a particular work site be offered overtime due to the nature of the assignment. As much advance notice as is reasonably possible shall be given prior to an overtime assignment.

Subdivision 1 - Guaranteed Minimum: Overtime, which runs contiguous to regular employment time shall be paid only for the hours actually worked. Overtime on a call-back basis for unscheduled work on an emergency basis not contiguous to regular employment, shall be paid as noted above with a guaranteed minimum of two (2) hours.

Section 5 - Additional Food Service Hours

When it is determined by the cafeteria manager that a substitute employee is needed for an absent food service employee, an effort will be made to increase, for that day, the daily work hours of less than seven (7) hour personnel before employing a substitute. An employee who expresses an interest in working the additional daily hours must be capable, as determined by the cafeteria manager, of performing the additional responsibilities. A cafeteria manager will not have to change the schedule of more than one employee to accomplish the requirements of this section.

Section 6 - Compensation for Mandatory Meetings

Employees shall receive their regular hourly wage or overtime whichever is applicable, if in excess of forty (40) hours per week, for time spent in mandatory staff development and inservice training activities. Employees who are called in by their-department supervisor or the administration for the purpose of discussing or counseling on matters relative to their work shall be paid their regular hourly wage or overtime, whichever is applicable, for that time.

Section 7 - Preschool Scheduling of Food Service Workers

Food service workers shall not be required to accept deliveries from the warehouse during the second week preceding the return of students, unless a cafeteria manager is also present at the same school.

Section 8 - Health Fair Day for Transportation Employees and Food Service Workers

Those who wish to participate in Health Fair Day shall be paid up to 2 (two) hours for such participation. Participation must be documented as prescribed by Food Service and Transportation Departments.

Section 9

Sick leave for transportation personnel shall accrue for summer school based on Edulog time.

ARTICLE XIII

VACATIONS AND HOLIDAYS

The benefits of this Article shall not be made available to any employee who works less than twenty (20) hours per week, unless the employee was hired in a less than twenty (20) hour-position prior to February 3, 1987.

Section 1 - Vacation for Twelve-Month Employees:

1. Employees with less than five years' continuous service will earn one day a month.
2. Employees with five years or more of continuous service will earn vacation leave at the rate of one and one-quarter days per month or fifteen working days per year.
3. Employees with ten (10) years' or more of continuous service will accrue leave at the rate of one and one-half days per month or eighteen working days per year.
4. Leave may be accumulated to a total of sixty days.
5. Days of vacation will be credited, only when they have been earned.
6. Holidays that come while an employee is on a paid vacation are counted as holidays, and are not charged against vacation credits.
7. Vacation leave requests shall be applied for according to the following schedule:

Up to 5 days	the day prior
6 - 10 days	2 weeks prior
Over 10 days	1 month

Where more than one employee in a department requests vacation for the same or overlapping time periods, exceeding one and one-half days, and it is not in the best interest of the school district to grant both requests, length of continuous service shall be the factor determining which employee's request is granted.

Vacation requests or needs due to issues beyond an employee's control will be considered on an individual basis. Requests for vacations, not to exceed one day, will be accepted except in the case when all members of the shop will be absent. Vacations requests greater than one (1) day will be considered on an individual basis and will be granted pending workload and job status.

8. No vacation shall be granted to employees during the following time periods, except where a documented emergency exists or when an employee has a child/spouse who has attended/worked summer school for the full term and because of this is unable to take accumulated vacation time during the summer.

Maintenance/Operations/Vehicle Maintenance/Capital Building Construction - One week preceding the return of students and one week after the return of students

Warehouse - the two-week period preceding the return of students.

9. All vacations occurring between June 1, and the beginning of the period of time covered in # 8 in this section shall be requested by the end of the third week in May. Any untimely requests will not be unreasonably denied. Upon receipt of these requests, the supervisor will work out a vacation schedule for the summer and attempt to accommodate school district needs and employee requests.

Section 2 - Discretionary Day

One paid discretionary day per fiscal year shall be granted to all employees of this bargaining unit who have successfully completed the first 120 days of their probationary period.

The employee is required to give one (1) day notice prior to taking the Discretionary Day.

A Discretionary Day for Transportation Department employees shall be the time estimated by Edulog for a normal day.

A Discretionary Day shall be one full workday, equal to an employee's normal work day (not extended day).

Food and Nutrition Service employees shall not be permitted to use their discretionary day during the first or last five (5) days of their contract year. Discretionary day requests or needs due to issues beyond an employee's control will be considered on an individual basis.

Section 3 - Ten-Month Employee Holidays

Ten (10) month employees shall receive Labor Day, Martin Luther King Day, President's Day, Thanksgiving Day, Memorial Day, and New Year's Day as paid

holiday. Any employee who works on a paid holiday will be paid double time for those hours worked.

Section 4 - Twelve-Month Employee Holidays

(12) month employees shall receive New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, Christmas Eve and Christmas Day and President's Day as paid holidays. Any employee who works on a paid holiday will be paid double time for those hours worked.

***Section 5 - Vacation, Holidays and Non-Paid/Non-Work Days**

(12) month (253 days) employees shall have two (2) non-paid/non-work days annually. These two (2) days shall be Martin Luther King and Veteran's Day. On years when Veteran's Day falls on a Saturday or Sunday, another non-paid/non-work day shall be provided based on the Board approved calendar.

*Revised 5/09/08

ARTICLE XIV

LEAVE FOR PERSONAL REASONS

This benefit shall not be made available to any employee who works less than 20 hours per week unless the employee was hired in a less than 20 hour position prior to February 3, 1987.

An employee may be granted leave for personal reasons with pay for up to six (6) days per year to be charged to accumulated sick leave. Personnel using such leave shall notify their supervisor at least twenty-four hours prior to taking such leave, except in cases of extreme emergency. Leave for personal reasons shall not be used to extend any holidays or vacations or during the first five or last five days of an employees work year, except 12 month employees may not take this leave during the two weeks preceding the return of the students, except in emergencies for which proof may be required. The parties recognize that it may not be possible for an employee to apply for emergency exceptions in advance. In such cases, the employee may make application upon return.

ARTICLE XV

SICK LEAVE AND ILLNESS-IN-LINE OF DUTY

These benefits shall not be made available to any employee who works less than 20 hours per week unless the employee was hired in a less than 20 hour position prior to February 3, 1987.

Section 1 - Sick Leave

Any permanent employee who is unable to perform his/her duties because of illness, illness or incapacity due to maternity reasons, or because of death of father, mother, brother, sister, husband, wife, child, or other close relative, or who is a member of his/her own household and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Superintendent, or his designee. An employee who has no accrued leave, but requires leave for bereavement purposes, shall be granted up to give (5) days sick leave without loss of pay. However, the days granted under this provision shall be subtracted from future accruals of sick leave. The following provisions shall govern sick leave:

1. Sick leave is earned at the rate of one day for each full month of employment. Sick days are cumulative.
2. Part-time employees working less than a full day will accumulate sick leave credit proportionate to time worked.
3. All charges against accumulated sick leave will be in units of 1/4 hour or longer.
4. Holidays that come while an employee is on sick leave shall not be charged against the sick leave balance.
5. After three (3) days of absence, after hospitalization or whenever the supervisor has reasons to suspect sick leave abuse, a doctor's note for the sick leave absence may be required from a licensed physician or other acceptable authority.
6. Certification may also be required that returning employees are capable of performing their regular duties or that their return will not jeopardize the health of others they will come in contact with in the performance of their duties.

7. Upon termination of employment for any reason except retirement or death, any accumulated sick leave will become void.
8. Use of Sick Leave by a Family Member: An employee of the Manatee County School District may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, not including sick leave from a sick leave pool, if the recipient participates in a sick leave pool.

Donated sick leave under this provision shall have no terminal value to the recipient as provided by Florida Statute 1012.61 (2). However, unused donated sick leave will revert to the individual who donated it and shall maintain its value upon retirement.

Section 2 - Sick Leave Cash In

Employees who use no more than 2 sick leave days, including leave for personal reasons in any fiscal year, shall be eligible to "cash in" up to two (2) days of their sick leave according to the following provisions:

1. Employees must apply on forms prescribed by the Payroll Department during the month of June.
2. The number of days purchased from the employee's accumulated balance shall be paid at 80% of the employee's daily rate in effect during the fiscal year that the application is made as provided in Section 1012.61, F.S. and shall be deducted from the employee's sick leave upon approval of the application. Once the days are deducted, the deduction shall be irrevocable.
3. An employee must be employed or on compensable leave on the first workday for that employee's position during the fiscal year that the application is made, and must be employed or be on compensable leave on the date of payment.
4. If an employee elects to be paid for these days, payment shall be made no later than December 5 of each year.

Section 3 - Terminally Ill Employees

Any employee who has credit for a minimum of two years of service with the School District of Manatee County, who at the time of the leave, is covered under the Board health insurance plan and who is terminally ill or a spouse or child who is a member of the employee's household is terminally ill shall have the School Board portion of his or

her insurance premium paid by the Board for up to 12 months from the date that the individual begins his or her unpaid sick leave.

Any documentation of terminal illness shall remain confidential and not be placed in the personnel file of the employee.

Section 4 - Illness-In-Line-Of-Duty-Leave

An employee shall be entitled to illness-in-line-of duty leave when said employee needs to be absent from duty because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work, excluding common colds, flu and other sickness of this nature. A physician's statement verifying the nature of the injury or illness must be provided by the employee before illness-in-line-of duty leave pay is granted. Furthermore, it is incumbent upon the employee to provide evidence that such injury was incurred during his line of duty. Such leave may be authorized for a total not to exceed ten (10) duty days during any fiscal year for illness contracted, or injury incurred, from such causes as prescribed above, such leave not to be deducted from the employee's sick leave. In the case of sickness or injury occurring under such circumstances, additional sick leave may be granted for such term and under such conditions as the School Board shall deem proper.

ARTICLE XVI

INSURANCE BENEFITS

Section I - Health Insurance

The current contract language regarding health insurance coverage shall remain as per the 2003-2004 contract language through December 31, 2004. Language incorporating the following items will be incorporated into the contract for the 2004-2005 school year to be effective as of January 1, 2005:

During an open enrollment period in October of 2004 employees will have the option of enrolling in the current (standard) plan, or a second (alternative) plan.

CURRENT (STANDARD) PLAN

- Maintain current employee premiums for current (main) plan.
 - Employee \$47.25
 - Employee plus 1 \$210.00
 - Family \$236.25

- Change current method of applying deductibles.
 - Once individual deductible (\$500) is met that individual will have eligible services reimbursed at 80% in-network and 60% out-of-network.
 - Once the family deductible (\$1,000) is met cumulatively all family members will have eligible services reimbursed at 80% in-network and 60% out-of-network.
 - Change the current practice of carry over of deductible if not met in last quarter of the year. Apply deductibles on a yearly (12 month) basis.

- Increase the lifetime maximums from \$1,000,000 to \$5,000,000.

- Remove requirement of second surgical opinion.

- The \$200 adult wellness payment (CYD is waived) will apply to all adult members of the plan (age 17 and above).

- There will be no member cost for Mammograms which will not be charged to

the \$200 adult wellness payment.

- Change prescription drug co-pays to the following:
 - Retail: (30 day supply)
 - Generic: \$ 5.00
 - Preferred Brand Name \$20.00
 - Non-preferred Brand name \$35.00
 - Mail Order: (90 day supply)
 - Generic: \$10.00
 - Preferred Brand Name \$40.00
 - Non-preferred Brand Name \$70.00

ALTERNATIVE PLAN

- A second (alternative) plan with increased deductibles, increased out-of-pocket maximums, and increased prescription co-pays in excess of deductible will also be offered. A summary of benefits of this alternative plan are attached to and made a part of this tentative agreement. The premiums for this alternative plan shall be:
 - Employee \$ 10.50
 - Employee plus 1 \$157.50
 - Family \$183.75

ARTICLE XVII

TERMINAL PAY UPON RETIREMENT BENEFITS

Section 1 - Benefits Upon Early Retirement

Employees shall be eligible for terminal pay at early retirement if the employee is eligible for retirement benefits at the time of separation, and has applied for retirement, in accordance with the following formula:

1. During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of sick leave accumulated in Manatee County.
2. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by forty (40) percent times the number of days of sick leave accumulated in Manatee County.
3. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by forty-five (45) percent the number of days of sick leave accumulated in Manatee County.
4. During and after the tenth (10th) year of service in Manatee County, the daily rate of pay multiplied by fifty (50) percent times the number of days of sick leave accumulated in Manatee County.
5. No employee shall take a reduction in benefits over the administrative practice which was in effect prior to implementation of this provision.
6. Early retirement is defined as retirement in which the employee is eligible to receive and has applied for retirement benefits from the Florida Retirement System, but does not meet the requirements for normal retirement.

Section 2 - Benefits Upon Early Retirement for New Hires After July 1, 2010

Employees shall be eligible for terminal pay at early retirement if the employee is eligible for retirement benefits at the time of separation, and has applied for retirement, in accordance with the following formula:

1. During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by twenty-five (25) percent times the number of days of sick leave accumulated in Manatee County.

2. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by thirty (30) percent times the number of days of sick leave accumulated in Manatee County.
3. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by thirty-five (35) percent the number of days of sick leave accumulated in Manatee County.
4. During and after the tenth (10) year of service in Manatee County, the daily rate of pay multiplied by forty (40) percent times the number of days of sick leave accumulated in Manatee County.
5. No employee shall take a reduction in benefits over the administrative practice which was in effect prior to implementation of this provision.
6. Early retirement is defined as retirement in which the employee is eligible to receive and has applied for retirement benefits from the Florida Retirement System, but does not meet the requirements for normal retirement.

Section 3 - Benefits Upon Normal Retirement

Employees shall be eligible for terminal pay at normal retirement if the employee is eligible for normal retirement benefits at the time of separation, and has applied for retirement in accordance with the following formula:

1. During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of sick leave accumulated in Manatee County.
2. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by forty (40) percent times the number of days of sick leave accumulated in Manatee County.
3. During the next three (3) years of service to the date upon which credit is received for the 10th year of service in Manatee County, the daily rate of pay multiplied by forty-five (45) percent times the number of days of sick leave accumulated in Manatee County.
4. Upon receiving credit for the 10th year of service and to the date on which the employee receives credit for the 15th year of service in Manatee County, the daily rate of pay multiplied by fifty (50) percent times the number of days of sick leave accumulated in Manatee County.
5. Upon receiving credit for the 15th year of service and to the date on which the employee receives credit for the 20th year of service in Manatee County, the daily

rate of pay multiplied by sixty (60) percent times the number of days of sick leave accumulated in Manatee County.

6. Upon receiving credit of the 20th year of service and to the date on which the employee receives credit for the 25th year of service in Manatee County, the daily rate of pay multiplied by seventy-five (75) percent times the number of days of sick leave accumulated in Manatee County.
7. Upon receiving credit of the 25th year of service in Manatee County and thereafter, the daily rate of pay multiplied by hundred (100) percent times the number of days of sick leave accumulated in Manatee County.
8. If service is terminated by death, payment shall be made to the employee's beneficiary according to the formula in "B" regardless of the employee's retirement status.
9. "Normal retirement" shall be defined as: (1) having six years of creditable service in the Florida Retirement System and being 62 years of age, or (2) having 30 years of creditable service in the Florida Retirement System.

Section 4 - Benefits Upon Normal Retirement for New Hires After July 1, 2010

Employees shall be eligible for terminal pay at normal retirement if the employee is eligible for normal retirement benefits at the time of separation, and has applied for retirement in accordance with the following formula:

1. During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by twenty-five (25) percent times the number of days of sick leave accumulated in Manatee County.
2. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by thirty (30) percent times the number of days of sick leave accumulated in Manatee County.
3. During the next three (3) years of service to the date upon which credit is received for the 10th year of service in Manatee County, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of sick leave accumulated in Manatee County.
4. Upon receiving credit for the 10th year of service and to the date on which the employee receives credit for the 15th year of service in Manatee County, the daily rate of pay multiplied by forty (40) percent times the number of days of sick leave accumulated in Manatee County.

5. Upon receiving credit for the 15th year of service and to the date on which the employee receives credit for the 20th year of service in Manatee County, the daily rate of pay multiplied by fifty (50) percent times the number of days of sick leave accumulated in Manatee County.
6. Upon receiving credit on the 20th year of service and to the date on which the employee receives credit for the 25th year of service in Manatee County, the daily rate of pay multiplied by sixty (60) percent times the number of days of sick leave accumulated in Manatee County.
7. Upon receiving credit of the 25th year of service in Manatee County and thereafter, the daily rate of pay multiplied by seventy-five (75) percent times the number of days of sick leave accumulated in Manatee County.
8. If service is terminated by death, payment shall be made to the employee's beneficiary according to the formula in "B" regardless of the employee's retirement status.
9. "Normal retirement" shall be defined as: 1.) having six years of creditable service in the Florida Retirement System and being 62 years of age, or 2.) having 30 years of creditable service in the Florida Retirement System.

Section 5 - General Provisions

1. Use of Accumulated Leave from other Florida Retirement system Employers:

Only Manatee County School Board accumulated sick leave shall be used to calculate terminal pay benefits. However, when calculating the number of Manatee County accumulated days remaining upon retirement, the following formula shall be used:

- a. Determine the number of days accrued from another Florida Retirement System employer.
- b. Subtract one-half ($\frac{1}{2}$) of the sick leave used during the time of employment.
- c. If the total is 0 or less, then all of the ending sick leave days are eligible for Terminal Sick Leave pay.
- d. If the total is greater than 0, subtract this total from the ending sick leave balance to arrive at a revised number of sick leave days that are eligible for Terminal Sick Leave pay.

Years of service in Manatee County is defined as $\frac{1}{2}$ the number of workdays in a year plus one.

ARTICLE XVIII

DURATION AND RATIFICATIONS

This contract shall be for a term of 3 years. Article XI and XVI will be open for the 2008-09 and the 2009-10 school years. In addition, each party may reopen three additional sections of the agreement for bargaining for the 2008-09 and 2009-10 school years.

ATTACHMENT 1

1. Jury Duty Leave for transportation employees shall be calculated in the same manner as the discretionary day is for bus drivers.
2. School Bus Drivers wishing to have a summer school route shall be given priority for these routes over personnel in other positions in the school system and seniority shall be considered in making such assignments.
3. Provide a contribution of .10 per employee, per thousand dollars of coverage, per month for all employees who purchase a second salary level of life insurance. The parties recognize that this agreement is full settlement of all claims which might arise related to contributions by the board for life insurance for employees with a second salary level of life insurance.

ATTACHMENT 2

- iii. Hospital due to a sudden onset of a medical emergency.

Medical Emergency: A person's sickness or injury of such nature that failure to get immediate medical care could put the person's life in danger or cause serious harm to the person's bodily functions. Some example of a medical emergency are: apparent heart attack including, but not limited to, severe crushing chest pain radiating to the arms and jaw; cerebral vascular accidents, severe shortness of breath or difficulty in breathing, severe or multiple injuries, including obvious convulsions, severe or multiple injuries, including obvious fractures, severe allergic reactions; cyanosis; medical emergencies of blind persons, paraplegics, or quadriplegics which make transportation to the hospital difficult; apparent poisoning. Some examples of conditions that are not usually Medical Emergencies; cold, influenza, ordinary sprains, children's ear infections, nausea and headaches. In connection with the pregnancy of a covered person, a term delivery, whether vaginally or by cesarean section, is not a Medical Emergency.

APPENDIX A

MAINTENANCE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Carpenter II	40	31
Furniture Repairer	40	30
Locksmith	40	31
Lead Carpenter	40	33
Lead Furniture Repairer	40	32
Lead Painter	40	31*
Lead Roofer	40	32
Trades Helper	40	25
Lead Electronics Technician/Fire Alarm	40	33
Electronics Technician/Fire Alarm	40	31
Lead Electronics Technician/Security	40	33
Electronics Technician/Security	40	31
Painter	40	29
Roofer	40	30
Glazier	40	31

*Pay Grades for trades' Leads are standardized to two pay grades above the pay grade for the trade. Incumbent is held harmless. When the position is vacant, the pay grade 31 will be in effect.

MECHANICAL SYSTEMS

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
A/C Refrigeration Mechanic II	40	31
Assistant HVAC Mechanic	40	29
Controls Technician	40	31
Lead Controls Technician	40	33
Electrician II	40	31
Heating Mechanic	40	31
HVAC Filter Changer	40	31
Industrial Equipment Mechanic	40	31
Lead A/C Refrigeration Mechanic	40	33
Lead Electrician	40	33
Lead Heating Mechanic	40	33
Lead HVAC Mechanic	40	33
Lead Industrial Equipment Mechanic	40	33
Lead Plumber	40	33
Plumber	40	31
A/C Mechanic Assistant	40	29

OPERATIONS

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Custodian	40	23
Head Custodian I	40	26
Head Custodian II	40	27
Head Custodian III	40	29
Lead Custodian I	40	24
Lead Custodian II	40	25
Carpet Cleaning Foreman	40	31
Carpet Cleaning Technician	40	27

GROUNDS MAINTENANCE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Lead Pest Control & Fire Ext. Technician	40	33
Pest Control Technician	40	31
Equipment Operator	40	25
Irrigation II	40	29
Lead Grounds Maintenance	40	33
Resurfacing/Fencing Mechanic	40	30
Special Equipment Operator	40	28
Turf Maintenance Technician	40	28
Welder	40	31

RECEIVING WAREHOUSE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Operations Foreman	40	29
Lead Receiving Clerk	40	29
Receiving Clerk	40	27
Stores Clerk	40	27
Warehouse Worker Driver I	40	26

TRANSPORTATION

SCHOOL BUS OPERATIONS

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Physically Handicapped Bus Aide	30	23
School Bus Driver	30	27
School Bus Monitor	30	22

Migrant Bus Driver	30	27
Migrant Bus Monitor	30	22

VEHICLE MAINTENANCE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Automotive Parts Counter Person	40	29
Front Tire Specialist	40	31
Fuel Island Attendant	40	25
Lead Mechanic	40	33
Lead Paint and Body Mechanic	40	33
Mechanical Inspector	40	31
Mechanical Machine Specialist	40	32
Paint and Body Mechanic	40	31
Parts Assistant	40	30
Service Mechanic	40	25
Vehicle Maintenance Trades Helper	40	25
Vehicle Mechanic	40	31

MEDIA SERVICES

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Electronics Technician	40	31
Lead Electronics Technician	40	33

SCHOOL FOOD SERVICE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Food Service Worker	35	22
Kitchen Manager	35	25

TECHNOLOGY AND INFORMATION SERVICES

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Computer Repair Technician	40	31
Lead Computer Repair Technician	40	33
Lead Electronics Communications	40	33

WORKLOAD CONTROL

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Workload Control Dispatcher	40	27

 BlueCross BlueShield of Florida <small>All Independent Licensees of the Blue Cross and Blue Shield Association</small>	Blue Choice 117 (PPO)	Blue Options 3360 (PPO)	Blue Care 40 (HMO - Florida Only)
PREMIUMS PER PAYCHECK - 24/20 CHECKS	24-PAYCHECKS / 20-PAYCHECKS	24-PAYCHECKS / 20-PAYCHECKS	24-PAYCHECKS / 20-PAYCHECKS
Employee - Board Contributions \$174.23 / \$209.07	\$50 / \$60	\$23.63 / \$28.35	\$5.25 / \$6.30
Employee + 1 - Board Contributions \$205.52 / \$246.62	\$150 / \$180	\$105 / \$126	\$78.75 / \$94.50
Employee + 2 - Board Contributions \$369.73 / \$443.67 or more	\$250 / \$300	\$118.13 / \$141.75	\$91.88 / \$110.25
Calendar Year Deductible (CYD)			
In-Network (per person / family):	\$1,000 / \$2,000	\$1,250 / \$2,500	\$250 / \$500
Out-of-Network (per person / family):	\$2,000 / \$4,000	\$2,500 / \$5,000	N/A
Coinsurance			
In-Network:	20% of BCBS allowable charges	20% of BCBS allowable charges	20% of BCBS allowable charges
Out-of-Network (*subject to balance billing):	50% of BCBS allowable charges	50% of BCBS allowable charges	N/A
Out-of-Pocket Maximum			
In-Network:	\$2,500 / \$5,000	\$3,500 / \$7,000 (Everything but prescription co-pays applies to Max Out-of-Pocket)	\$4,500 / \$9,000 (Everything but prescription co-pays applies to Max Out-of-Pocket)
Out-of-Network:	\$5,000 / \$10,000	\$7,000 / \$14,000 (Deductible applies to out-of-pocket maximum)	N/A
Preventive Health			
Mammograms:	100% (CYD Waived)	100% (CYD Waived)	100% (CYD Waived)
Well Child (through age 16):	100% (CYD Waived)	100% (CYD Waived)	100% (CYD Waived)
Adult Wellness - age 17 and older: (Per Wellness Schedule)	100% In-Network: Unlimited (CYD Waived) Out-of-Network: \$150 Max + Coinsurance *	100% In-Network: Unlimited (CYD Waived) Out-of-Network: \$150 Max + Coinsurance *	100% In-Network: Unlimited (CYD Waived)
Routine Colonoscopy: (Age 50+ then frequency schedule applies):	\$0 Co-Payment In-Network (CYD Waived) Out-of-Network: CYD + Coinsurance *	\$0 Co-Payment In and Out-of-Network (CYD Waived)	\$0 Copayment In-Network (CYD Waived)
Office Services			
In-Network Family Physician	CYD + Coinsurance	\$25 Copayment (CYD Waived)	\$30 Copayment (CYD Waived)
In-Network Specialist:	CYD + Coinsurance	\$50 Copayment (CYD Waived)	\$60 Copayment (CYD Waived)
In-Network Chiropractor	CYD + Coinsurance	\$50 Copayment (CYD Waived)	\$30 Copayment (CYD Waived)
Out-of-Network Providers:	CYD + Coinsurance	CYD + Coinsurance	Out-of-Network Not Covered
In-Network e-Office Visit Family Physician:	CYD + Coinsurance	\$10 Copayment (CYD Waived)	\$10 Copayment (CYD Waived)
In-Network e-Office Visit Specialist:	CYD + Coinsurance	\$10 Copayment (CYD Waived)	\$10 Copayment (CYD Waived)
Out-of-Network e-Office Visit:	CYD + Coinsurance	CYD + Coinsurance	Out-of-Network Not Covered
In-Network Family Physician Advanced Imaging	CYD + Coinsurance	CYD + Coinsurance	\$0 X-ray; \$25 Diagnostic Testing
In-Network Specialist Advanced Imaging	CYD + Coinsurance	CYD + Coinsurance	\$0 X-ray; \$50 Diagnostic Testing
Out-of-Network Providers Advanced Imaging	CYD + Coinsurance	CYD + Coinsurance	Out-of-Network Not Covered
Allergy Injection In-Network:	CYD + Coinsurance	\$10 Copayment (CYD Waived)	\$10 Copayment (CYD Waived)

 BlueCross BlueShield of Florida <small>An Independent Member of the Blue Cross and Blue Shield Association</small>	Blue Choice 117 (PPO)	Blue Options 3360 (PPO)	Blue Care 40 (HMO - Florida Only)
Hospital Services			
Inpatient In-Network:	\$200 PAD + CYD + Coinsurance	\$250 PAD + CYD + Coinsurance	\$300 PAD + CYD + Coinsurance
Inpatient Out-of-Network:	\$400 PAD + CYD + Coinsurance	\$500 PAD + CYD + Coinsurance	Out-of-Network Not Covered
Outpatient In-Network - Therapy Services:	CYD + Coinsurance	CYD + Coinsurance	\$30 Copayment (CYD Waived)
Outpatient In-Network - All other Services:	CYD + Coinsurance	CYD + Coinsurance	CYD + Coinsurance
Outpatient Out-of-Network: Therapy Services / All other Services:	CYD + Coinsurance	CYD + Coinsurance	Out-of-Network Not Covered
Urgent Care Centers In-Network:	CYD + Coinsurance	\$50 Copayment (CYD Waived)	\$75 Copayment (CYD Waived)
Urgent Care Centers Out-of-Network:	CYD + Coinsurance	CYD + Coinsurance	Out-of-Network Not Covered
Emergency Room - In-Network:	\$200 PAD + CYD + Coinsurance (\$200 PAD waived if admitted)	\$250 PAD + CYD + Coinsurance (\$250 PAD waived if admitted)	\$100 PAD + CYD + Coinsurance (\$100 PAD waived if admitted)
Emergency Room - Out-of-Network:	\$400 PAD + CYD + Coinsurance (\$400 PAD waived if admitted)	\$500 PAD + CYD + Coinsurance (\$500 PAD waived if admitted)	\$600 PAD + CYD + Coinsurance (\$600 PAD waived if admitted)
Provider Services at Hospital / ER:	CYD + Coins In and Out-of-Network	CYD + Coins In and Out-of-Network	\$0 In-Network; Out-of-Network Not Covered
Other			
Independent Clinical Labs:	CYD + Coinsurance	\$0 Co-Payment In-Network (CYD Waived) CYD + Coinsurance Out-of-Network	\$0 Co-Payment In-Network (CYD Waived)
Independent Diagnostic Testing Facility:	CYD + Coinsurance	CYD + Coinsurance (X-ray & AIS) In and Out-of-Network	\$0 Copay for X-rays; Applicable Provider Copay for Diagnostic Testing
Contraceptive Injections:	CYD + Coinsurance	Copay or CYD + Coins In-Network; CYD + Coins Out-of-Network	Not Covered
Prosthetics & Orthotics:	CYD + Coinsurance	CYD + Coinsurance In and Out-of-Network	\$0 Copay In Network
Durable Medical Equipment:	CYD + Coinsurance	CYD + Coinsurance In and Out-of-Network	CYD + Coinsurance; \$500 Copay + Coins. for Motorized Wheelchair
Ambulance Services:	CYD + In-Network Coinsurance	CYD + In-Network Coins up to \$5,000 Per Day Combined Ground & Air/Water Max	CYD + Coinsurance
Ambulatory Surgical Center:	CYD + Coinsurance	CYD + Coinsurance	CYD + Coinsurance
Radiology, Pathology & Anesthesiology Provider Services (Ambulatory Surgical Center):	CYD + Coinsurance	CYD + Coinsurance	\$0 In-Network
Provider Services at Locations Other than Office, Hospital and ER:	CYD + Coinsurance	CYD + Coinsurance	\$0 In-Network
Benefit Maximums			
Substance Dependency:	\$15,000 LTM	\$15,000 LTM	IP Detox Only; 20 OP Visits CYM (\$30 Copay)
Mental Health:	30 IP / 30 OP CYM (CYD + Coinsurance)	30 IP / 30 OP CYM (CYD + Coinsurance)	30 IP / 20 OP CYM (\$60 Copay)
Home Health Care:	\$10,000 CYM	\$10,000 CYM	Unlimited
Skilled Nursing Facility:	90 Days CYM	90 Days CYM	30 Days CYM; \$0 Copay

 BlueCross BlueShield of Florida <small>An Independent Licensee of the Blue Cross and Blue Shield Association</small>	Blue Choice 117 (PPO)	Blue Options 3360 (PPO)	Blue Care 40 (HMO - Florida Only)
Outpatient Therapy:	\$2,500 CYM	\$2,500 CYM	Authorization Required - \$2,000 CYM
Spinal Manipulations:	52 CYM	52 CYM	52 CYM
Hospice:	No Maximum	No Maximum	Unlimited
Lifetime Maximum:	\$5,000,000	\$5,000,000	Unlimited

PHARMACY BENEFITS			
Retail 30			
Generic	\$4	\$4	\$4
Preferred	\$25	\$25	\$25
Non-Preferred	\$50	\$50	\$50
Mandatory 90 Copay (on 4th fill)	Employee pays 100% on 4th retail fill	Employee pays 100% on 4th retail fill	Employee pays 100% on 4th retail fill

Mandatory 90 Copay on 4th Fill -- Required to use 90-day Mail Order after 3 Retail fills of maintenance prescriptions or pay 100% of the cost of the prescription on the 4th Retail fill

90-Day Mail Order (Required to us 90-Day Mail Order after 3 Retail fills of maintenance prescriptions)			
Generic	\$8	\$8	\$8
Preferred	\$50	\$50	\$50
Non-Preferred	\$100	\$100	\$100

Step Therapy Program			
	OTC Prilosec (Acid Reflux)	OTC Prilosec (Acid Reflux)	OTC Prilosec (Acid Reflux)
	SSRI (Anti-Depression)	SSRI (Anti-Depression)	SSRI (Anti-Depression)

* Out-of-network services may be subject to balance billing

To locate a network provider in Florida: www.bcbsfl.com	Blue Choice 117 Select "Blue Choice PPO" Plan Directory	Blue Options 3360 Select "BlueOptions (Network Blue)" Plan Directory	Blue Care 40 Select "Blue Care (HMO)" Plan Directory
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or call

BlueCross BlueShield of Florida Customer Service
(877) 352-2583

GLOSSARY OF ACRONYMS:			
CYD - Calendar Year Deductible	LTM - Lifetime Maximum	IP - Inpatient	AIS - Advanced Imaging Services
PAD - Per Admission Deductible	PCP - Primary Care Physician	OP - Outpatient	OTC - Over the Counter
CYM - Calendar Year Maximum			SSRI - Selective Serotonin Reuptake Inhibitors

Appendix C
AFSCME SALARY SCHEDULE 09/10

2009/10 SALARY SCHEDULES FOR ASFCME BARGAINING UNIT POSITIONS

PAY GRADE	C	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	OVER 21
12B	9.55	9.74	9.94	10.06	10.32	10.57	10.82	10.95	11.23	11.50	11.69	11.83	12.18	12.43	12.69	12.89	13.34	13.51	13.83	13.95	14.12	14.87	15.21
13B	10.10	10.31	10.57	10.76	10.95	11.16	11.43	11.63	11.89	12.14	12.42	12.58	12.98	13.26	13.51	13.79	14.12	14.39	14.68	14.84	14.97	15.73	16.07
17B	11.78	12.02	12.30	12.45	12.85	13.13	13.37	13.65	13.98	14.25	14.54	14.95	15.21	15.61	15.90	16.30	16.71	17.07	17.42	17.61	17.80	18.61	19.04
22B	9.53	9.72	9.92	10.04	10.30	10.55	10.80	10.93	11.21	11.47	11.66	11.80	12.15	12.40	12.66	12.86	13.31	13.48	13.80	13.92	14.09	14.84	15.18
23B	10.08	10.29	10.55	10.74	10.93	11.14	11.40	11.60	11.86	12.11	12.39	12.55	12.95	13.23	13.48	13.76	14.09	14.36	14.65	14.81	14.94	15.70	16.03
24B	10.53	10.74	10.93	11.14	11.40	11.60	11.86	12.11	12.39	12.55	12.95	13.23	13.48	13.76	14.09	14.36	14.66	15.07	15.43	15.59	15.72	16.52	16.89
25B	10.92	11.14	11.40	11.60	11.86	12.11	12.39	12.55	12.95	13.23	13.48	13.76	14.09	14.36	14.66	15.07	15.33	15.74	16.11	16.26	16.41	17.21	17.60
26B	11.27	11.60	11.86	12.11	12.39	12.55	12.95	13.23	13.48	13.76	14.09	14.36	14.66	15.07	15.33	15.74	16.02	16.42	16.83	17.00	17.18	17.98	18.38
27B	11.87	12.11	12.39	12.55	12.95	13.23	13.48	13.76	14.09	14.36	14.66	15.07	15.33	15.74	16.02	16.42	16.84	17.20	17.56	17.75	17.94	18.76	19.19
28B	12.30	12.55	12.95	13.23	13.48	13.76	14.09	14.36	14.66	15.07	15.33	15.74	16.02	16.42	16.84	17.20	17.55	18.01	18.42	18.59	18.81	19.61	20.09
29B	12.97	13.23	13.48	13.76	14.09	14.36	14.66	15.07	15.33	15.74	16.02	16.42	16.84	17.20	17.55	18.01	18.39	18.84	19.27	19.43	19.65	20.46	20.96
30B	13.48	13.76	14.09	14.36	14.66	15.07	15.33	15.74	16.02	16.42	16.84	17.20	17.55	18.01	18.39	18.84	19.21	19.68	20.10	20.32	20.49	21.36	21.84
31B	14.07	14.36	14.66	15.07	15.33	15.74	16.02	16.42	16.84	17.20	17.55	18.01	18.39	18.84	19.21	19.68	20.02	20.53	21.00	21.26	21.42	22.33	22.82
22B	14.77	15.07	15.33	15.74	16.02	16.42	16.84	17.20	17.55	18.01	18.39	18.84	19.21	19.68	20.02	20.53	21.06	21.56	22.05	22.27	22.49	23.36	23.91
33B	15.51	15.83	16.12	16.53	16.94	17.31	17.67	18.13	18.49	18.95	19.34	19.81	20.15	20.66	21.18	21.68	22.17	22.67	23.21	23.47	23.72	24.84	26.21

Appendix D

Memo of Understanding

The parties recognize the importance of all employees, both union and management, having a good working knowledge of the contract between the Union and the Board. To that end, management shall provide training for its supervisory staff as to the content, spirit and intent of the contract. Their training shall occur before August 1, 2005. The Union is invited to have representation at this meeting.

TA
6/7/05
S. [Signature]

TA
SM
6/7/05

TA
6-7-05
[Signature]

MEMORANDUM OF AGREEMENT

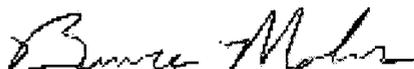
2005-2006

Work Calendar for Food Service Workers

It is understood and agreed between AFSCME Local 1584 and the School Board of Manatee County that this Memorandum of Agreement establishes the Work Calendar for Food Service Workers for the 2005-2006 school year only. Specifically, this agreement adds three extra Inservice days, October 14, 2005, January 4, 2006 and February 17, 2006 for which the Food Service Workers will be paid their regular hourly rate for participating in training activities.

It is understood and agreed that this MOA does not establish a precedent and applies only to the 2005-2006 school year.

For AFSCME:


Bruce Mohr, President 7/11/05
Date


Dr. Roger Dearing, Superintendent 07-11-05
Date

Memo of Understanding

The parties hereby agree to form a joint committee for the purpose of reviewing the number of steps in the current salary schedule. This committee shall consist of six (6) members; three (3) appointed by the union and three (3) appointed by the Superintendent. The committee shall meet at such times during the 2005-2006 year as it deems appropriate to conduct its business with the first meeting taking place no later than September 1, 2005. The committee shall make its recommendations in the form of a written report to the Superintendent no later than April 1, 2006. These recommendations, after review by the Superintendent, shall be the subject of negotiations for the 2006-2007 year.

TA
6/7/05
A. Bal

TA
6/7/05
B. M

TA
6-7-05
J. Harney

Memorandum of Understanding

The parties agree to create a committee to discuss base criteria for certifications and licenses that provide a benefit to the district for possible inclusion in Article XI Section 2A.

This committee will be comprised of no less than six persons. The committee will consist of three persons from the bargaining unit and three persons from management. The recommendations of this committee should be made available to the bargaining teams no later than commencement of negotiations for the 2008-09 school year.

TA
4/20/07
DM

TA
4-20-07
JH

T.A.
4/20/07
for [unclear]
T.A.
4/20/07
[unclear]

Memorandum of Understanding

The parties agree that the AFSCME job positions need to be reviewed for determination of pay grades and alignment. The work may be completed by an external consultant agreed to by the parties. The recommendations of either the committee or the consultant will be available for the respective bargaining teams for the 2008-09 bargaining session. Recommendations made by the steering committee shall be incorporated in the budget process. The bargaining teams will formulate a mutually agreeable time table to include the recommendations.

IN WITNESS WHEREOF the Superintendent of Schools as the chief executive officer of the School Board and the Manatee County Municipal Employee AFL-CIO, as the bargaining agent have signed this Agreement this the 3rd day of December, 2007.

Witnesses:

As to Superintendent

Dancy Taylor
Chief Negotiator

Roger Darling
Superintendent of Schools
Manatee County School District

Jim Deane
Witness

As to Bargaining Agent

American Federation of State, County & Municipal Employees,
AFL-CIO, Local 1584

N/A
Chief Negotiator

Donna White
President

RATIFICATION. The execution hereof by the respective parties evidence that this Agreement and its terms and conditions hereof have been ratified pursuant to Section 447.209 of the Florida Statutes by the employees who are members of the particular bargaining unit and by the School Board at a regularly scheduled meeting thereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be finally and duly executed this 3rd day of December, 2007.

School Board of Manatee County

Manatee County and Municipal Employees, Local 1584 of the American Federation of State, County and Municipal Employees AFL-CIO

By: Donna White
Vice Chairman

By: Donna White
President

By: Roger Darling
Superintendent

PUBLIC EMPLOYER

BARGAINING AGENT