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IDnum 314 **Language** English **Country** United States **State** FL

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 1584

Occupations Represented
Multiple occupations represented

Bargaining Agency School Board of Manatee County

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2002

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Notes

Contact

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**AFSCME CONTRACT
1999 – 2002**

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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; laborers, crew leaders, 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 runner, parts assistants, automotive parts counter 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.

Section 3 - 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 (20 hours or more a week) or part-time, (less than (20) hours a week), pays FICA and is eligible to participate in the insurance programs.

Section 4 - Probationary Employees: During the first 120 days of employment an employee in a permanent position may be dismissed without cause. Any employee who successfully completes the first one hundred and twenty days of employment in a permanent position, shall be eligible to be appointed for the remainder of the school year, or for the remainder of the school year plus one additional school year, if he is initially employed after November 1. This appointment for the remainder of the school year or for the remainder of the school year plus one additional year, shall carry no expectation of continued employment and no cause shall be required for the non-reappointment or failure to appoint as a permanent employee. After completion of this appointment period, the employee may be appointed as a permanent employee without the necessity of annual reappointment. 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 5 - 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 6 - Employee(s): For purposes of this agreement, the term "employee(s)", shall mean any member of the bargaining unit.

Section 7 - Days: For the purposes of this agreement, "Day" or "Days" shall mean workday, Monday through Friday, unless otherwise specified.

ARTICLE III

NO DISCRIMINATION

The School Board and the Union agree that there shall be no discrimination on the basis of race, creed, color, religion, age, sex or handicap in the educational programs or activities which it operates with regard to employment. Except as specified below. Grievances filed under this Article shall be processed through the grievance procedure no further than Step II, 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 (Director of Personnel Management). 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.

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 - 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. 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 union shall abide by departmental rules regarding distribution of literature. Reasonable space shall be provided on bulletin boards currently in place at each site for the posting of Union notices. No derogatory information may be posted anywhere in the district.

Section 5 - Notices to the Union: The School Board agrees to furnish the Union, upon request, one copy of the following:

- Annual Budget
- Labor/Management Committee Reports
- Insurance Committee Reports
- Changes in School Board Policies
- New Job Descriptions

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. 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 attached as appendices to the agreement. 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: The business agent(s) shall be permitted to transact official business at schools or administrative offices during working hours. The business agent(s) 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 for any department which has only one representative, as indicated below:

<u>DEPARTMENT</u>	<u>NUMBER OF REPRESENTATIVES</u>
Maintenance	1
Custodial	1
Food Service	1
Vehicle Maintenance	1
School Bus Drivers	1
Warehouse	1

Subdivision 2 - These meetings shall be held during working hours without loss of pay on a monthly basis or at other times by mutual consent.

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

Subdivision 4 - Employees will be given 48 hour notice of elections to the Labor Management Committee.

Subdivision 5 – The Union President and Vice President shall be members of this committee. Further, the Union President and a representative selected by Management shall alternate as chairpersons of this committee.

Subdivision 6 – The Union President may schedule a monthly meeting with the Director of Personnel Management to discuss matters of mutual concern between the Union and Management. It is the responsibility of the Union President to schedule said meeting. Further, meetings may be scheduled more often by mutual agreement if there is an issue that needs to be addressed prior to the regular monthly meeting.

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: Employee shall have the right to form and join labor or employee Unions, and shall have the right not to form and join such unions.

Section 3 - Contracting and Subcontracting: No employee shall be threatened by a Supervisor with loss of employment due to contracting of work. 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: Upon request, 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 45 (forty-five) days, (exclusive of vacation periods) of the administration becoming aware of the facts reflected in the materials, or within one week of conclusion of the active investigation of such, 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 personnel 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: Disciplinary action may include the following: oral reprimand, written reprimand, suspension for just cause (notice to be given in writing), or discharge for just cause. Hearings on suspensions without pay of up to two (2) weeks may be heard by 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 of his/her own choosing present during meetings called by immediate Supervisors or administrative personnel which would result in disciplinary action.

Subdivision 2 - In the event an employee is not recommended for reappointment, the employee shall be notified of such no less than five days prior to the School Board meeting in which reappointments for the following year are made.

Subdivision 3 – An employee shall have the right to appeal a disciplinary decision by his/her immediate supervisor to the next layer of supervision. This appeal shall not prevent an employee from utilizing the Grievance Procedure contained in this Contract as appropriate.

Subdivision 4 – The Director of Personnel Management may, upon request by an employee, seal disciplinary documents that are placed in an employee's personnel file after the ratification of this contract, 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 Director of Personnel Management 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 employee 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 the 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 the work days for the particular person.

Subdivision 4 - Extension of Time Limit: Extension of the time limits in this grievance procedure may be granted due to extenuating circumstances. Extensions shall be granted by mutual agreement in writing by the parties at whatever level of processing the grievances may then reside.

Subdivision 5 - Definition of Immediate Supervisor: For purposes of this Article the term "Immediate Supervisor", shall mean:

<u>Employee Group</u>	<u>Immediate Supervisor</u>
Maintenance	Supervisor of Building Maintenance
Sanitation and Grounds	Supervisor of Grounds Maint. & Operations
Food Service	Food Service Manager
School Bus Transportation	Supervisor of Transportation
Vehicle Maint. & Lawn Equipment Repair	Supervisor of Vehicle Maintenance & Lawn Equipment Repair
Warehouse	Supervisor of Purchasing
Mechanical Systems & Energy	Supervisor of Mechanical Systems & Energy
IMC	Program Administrator of Media Services Supervisor of Purchasing

Subdivision 6 - Definition of PERC: Hereinafter PERC shall mean Public Employees Relations Commission.

Section 2 - Procedure: The procedure in the 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.

Subdivision 2 - Formal Grievance: The formal grievance required in Steps One, and Two shall be in writing signed by the grievant on the proper form. The statement of the alleged grievance shall include the date said alleged grievance occurred, or the date upon which the grievant obtained knowledge of the alleged grievance and a statement of the facts and circumstances surrounding the interpretation or application of this agreement. Copies of supporting documents or other demonstrative items of evidence may be attached to said formal grievance presentation or may be incorporated therein by specific reference thereto.

- (a) Step One - Decision of Immediate Supervisor: Within twenty (20) days of the time the alleged grievance occurred or within twenty (20) days of the time the grievant obtained knowledge of the alleged grievance, the grievant may submit a formal grievance to his immediate supervisor. The immediate supervisor shall have ten (10) days from the receipt of said formal grievance within which to render a written decision on the merits of the alleged grievance.

- (b) Step Two - Decision by the Superintendent: In the event the grievant is not satisfied with the disposition of the alleged grievance at Step One, then and in that event the grievant may within ten (10) days of receipt of the written decision from Step One, submit a formal grievance presentation to the Superintendent. The Superintendent shall have ten (10) days from the date said formal grievance presentation is received by said Superintendent within which to render a written decision on the merits of said alleged grievance. The decision of the Superintendent regarding the merits of the alleged grievance is final, unless the grievant wishes to appeal the alleged grievance to arbitration..
- (c) Step Three - Binding Arbitration:
- (1) Procedure: In the event the grievant wishes to appeal the decision of the School Board, the grievant and only, the grievant, may request that the grievance be submitted to arbitration within ten (10) days of the Step Two decision. Written notice of this action shall be submitted to the Superintendent.
- (2) 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 AAA 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 AAA within the time periods provided herein shall constitute a waiver of the grievance.
- (3) Submission of Grievance Information:
- (a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, the submission of the grievance which shall include the following:
- (b) The issue involved,
- (c) Statement of the facts,
- (d) Position of the grievant,
- (e) The written documents relating to the grievance,
- (a) Management shall make a similar submission of information relating to the grievance either before or at the time of the hearing.
- (4) Hearing: The grievance shall be heard by a single arbitrator. The grievant 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 within thirty (30) days after the close of the hearing. 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. 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 3 - Alleged Grievances by a Group - In the event the facts and circumstances constituting the alleged grievance are substantially the same for two or more grievants at more than one work location, then and in that event the two or more grievants having substantially the same alleged grievance may at their election, submit a single formal grievance presentation signed by each of said grievants. 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 grievants 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 at each step of the grievance procedure and shall be required to be present at Step 3 and Step 4. 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 this 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 grievant 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 Step One of the grievance procedure within twenty (20) days of the time the grievant obtained knowledge of the alleged grievance, within twenty (20) days of the time the grievant should have obtained knowledge of the alleged grievance, then and in that event 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 Two, and Three within the time herein above prescribed for each particular Step, then and in that event the grievant shall be deemed to have waived the right of said grievant to proceed with the grievance procedure and shall be deemed to have accepted the written decision rendered at the previously completed Step. If a written decision is not rendered at Steps One or Two, within the time herein above prescribed in each particular Step, the grievance may proceed to the next Step of the grievance procedure. The time limitations set forth in this grievance procedure may be waived or extended according to Section 1, Subdivision 4 of this Article.

Subdivision 3 - Decision Making: In arriving at a decision in Steps One, Two, Three, and Four, 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 thereunder may be processed through the grievance procedure until resolution.

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, including all custodial positions, 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 kitchen 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 first workday in June. 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.

Section 2 - Application for Vacancies: An employee covered under this agreement may submit a written 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 applicants from within have been considered. Applications initialed by the supervisor as proof of consideration shall be kept on file in the Personnel office after the position is filled.

Section 3 - Voluntary Transfers: An employee desiring a transfer shall submit a written request to the Personnel Office stating the specific assignments or nature of the assignment and the school or worksite preferred. Any Bargaining unit employee wishing to transfer to another school or worksite in a Bargaining Unit position may indicate in so writing to the Supervisor of the school or worksite to which he/she is interested in transferring.

Section 4 - 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. In the event an employee is transferred involuntarily, the employee shall be given the opportunity to apply for any vacancy of the kind from which he/she was transferred.

Section 5 - 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.

Under extraordinary circumstances, the Superintendent may request that the School Board waive this provision.

This provision shall not apply to those assignments made prior to ratification of this agreement or to personnel who are employed as substitutes.

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. 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 I - 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 - Employees to be laid off shall be so notified as soon as possible. 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 - Laid off employees shall be recalled 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 3 (three) workdays from notification whether or not he accepts the recall. The return date of the recalled employee shall be determined by the Assistant Superintendent for Human Resources and Support Services 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.

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 Union shall submit the name of one member (and alternate who shall serve in the absence of the member) to serve on the existing safety committee. A written notice of the name of the elected member and his/her alternate to the safety committee shall be sent to the Superintendent of Schools by the Union. The member shall meet with the committee with no loss of pay if meetings are conducted during normal working hours.

Section 2 - Alleged Unsafe Conditions: Alleged unsafe 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 Superintendent or his designee shall investigate these reported conditions and the employee shall be informed of the results of the investigation within 15 workdays.

ARTICLE XI

SALARY, PAY PERIODS AND OTHER BENEFITS

Section 1 - Salary: Salaries shall be increased by 2 ½ % for the 1999-00 school year and by 3 ½ % for the 2000-01 school year. Salary steps shall be awarded for both years. Those employees at the top of their salary schedules who do not receive a step increase shall receive a one-time bonus of 1 ½ % of their salary for the 1999-00 school year and 2 % of their salary for the 2000-01 school year.

Section 2 - Pay Periods: Semi-monthly employees paid currently on the 7th and 22nd will change pay dates to the 10th and 25th.

Employees paid monthly on the 22nd will be offered a choice of monthly or semi-monthly. If they choose to remain monthly they will be paid on the 10th of the month. If they choose semi-monthly, they will be paid on the 10th and 25th.

Employees paid monthly on the 15th will be offered a choice of monthly or semi-monthly. If they choose to remain monthly, they will be paid on the 10th of the month. If they choose semi-monthly, they will be paid on the 10th and 25th.

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 paygrade 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 hourly salary schedule from a position which directly prepares the employee for the new position or has prior experience which directly prepares the employee for the new position, the following promotional rules shall apply. The Director of Personnel Services shall determine whether the prior experience directly prepares the employee for the promotional position.

(a) If the employee's hourly rate of pay prior to the promotion falls above Step 0 on the promotional paygrade, the employee shall be placed at the step on the new paygrade which is equal to his or her hourly rate. If no step is equal to the employee's pre-promotional hourly rate, the employee will be placed at the first step on the new paygrade which provides an increase. After the employee is thus placed, he or she shall then be given an additional step for each paygrade increase involved in the promotion, up to a maximum of four steps.

(b) If an employee's hourly rate of pay prior to the promotion falls below Step 0 on the promotional paygrade, the employee will be given the equivalent to an additional step on the pre-promotional paygrade for each paygrade increase involved in the promotion, up to a maximum of 4 steps. He or she will then be placed on the new paygrade at the step which is equal to the hourly rate after this adjustment. If no step is equal to the adjusted hourly rate, the employee shall be placed at the first step closest to this adjusted amount which provides an increase. In no case shall an employee be placed below Step 0 on the new paygrade.

c. Reassignment

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

(2) To a lower paygrade: When an employee is reassigned or reclassified to a lower paygrade, 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 paygrade, or,

The maximum of the new paygrade.

No increment shall be awarded for the new fiscal year.

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

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

When an employee is reclassified to a higher paygrade, 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 fifty (.50) 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 6:00p.m. will entitle an assigned employee to twenty-five (.25) 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 three (3) 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: Beginning January 1, 1989, in extraordinary situations, a 4% supplement may be given to an employee who assumes the total responsibility of a higher paid position for a minimum

of twenty (20), consecutive workdays, including holidays, if such is recommended by the employee's supervisor and approved by the appropriate Assistant Superintendent. Such a recommendation may be upon completion of the 20th workday. If the supplement is approved, it will be effective retroactively to the first day the full responsibility of the higher paid position was assumed.

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 2 paygrades below that paygrade of the position they are being trained for, at the discretion of the director.

When considering the paystep 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.

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. will receive one allowance of \$150. for the 1996 -97 fiscal year. Beginning July 1, 1997 the tool allowance will increase to \$158; 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 10 - Uniforms:

Subdivision 1: Uniform Allowance - The Board shall provide a uniform allowance in the form of a voucher in the amount of \$130.00 or cash in the amount of 2 ½ % above the amount for 1997-98 for personnel included in the Bargaining Unit. The Board shall also supply employees with the names of firms that will accept the vouchers. This allowance shall be increased annually, after the 87-88 school year, by a percentage equal to the percentage increase in the salary schedule. Only one uniform allowance will be provided a fiscal year. All employees who receive a uniform allowance will be required to purchase and

wear uniforms designated by individual department policy. Any employee exempted by management from wearing a uniform shall not receive a uniform allowance. New employees shall receive their uniform allowance after their 120-day probationary period. Other employees shall receive their uniform allowance by July 31.

The above allowance shall be increased by 2 ½ % for the 1999-00 school year and by 3 ½ % for the 2000-01 school year.

Subdivision 2: Safety Shoes – Designated employees will be provided \$50.00 in the form of a voucher for safety shoes.

The above allowance shall be increased by 2 ½ % for the 1999-00 school year and by 3 ½ % for the 2000-01 school year.

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: Upon showing receipt of purchase, School Bus Monitors and School Bus Aides shall be reimbursed up to \$15. for the purchase of a large golf type umbrella to be used to assist in keeping students dry.

B. Bus Drivers: The uniform allowance for bus drivers shall be \$5.00 more per year than other employees. Bus drivers shall be required to have an operable flashlight on their buses at all times as part of their uniform.

Subdivision 5: If an employee fails to comply with the requirements relative to a uniform, that employee will receive only a voucher beginning the following school year.

Subdivision 6: 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 five (5) days of notification unless the employee mutually agrees to extend that period.

Section 13 - Bus Monitors: The Board agrees to put out a memo outlining the limitations of the duties of Bus Monitors.

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 food service, custodial, maintenance, vehicle maintenance, warehouse worker and transportation program of the school 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: An employee who works in the vehicle maintenance or maintenance departments 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 - Head Custodian Hours: Beginning in January, 1989, the Superintendent shall begin a trial program of implementing a change in head custodian hours at the secondary school level. No changes shall be made without an opportunity for consultation with the principal, affected employees, and union. Employee concerns shall be considered before any changes are made. This program shall be implemented so it does not violate Policy 307.

Section 5 - 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 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 sixty (60) working days unless otherwise required by law. Each department will provide a system for assigning overtime, which will include some rotation among qualified employees.

All overtime work shall be voluntary except that employees may be required to work overtime to protect life and property. There shall be no discrimination against any employee who declines to work overtime.

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 6 - 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 7 - 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 8 - 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 9 - Health Fair Day for Bus Drivers, Monitors, Aides 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 10 - Edulog: Edulog, A Computer Routing System will replace time cards for drivers. The School Board will assign time values to each bus route. Drivers will be paid on this system unless an exception report is filed. The Board and the Union shall jointly review the implementation of this system. This will not restrict the Board's authority to implement Edulog.

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' 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 forty-five 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	1 day
6 - 10 days	2 weeks prior
Over 10 days	1 month
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 who has attended summer school for the full term and because of this is unable to take accumulated vacation time during the summer.

Maintenance/Operations/Vehicle Maintenance = One week preceding the return of students and one week after the return of students
 Warehouse - the 2-week period of inventory.

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. Upon receipt of these requests, the supervisor/lead person will work out a vacation schedule for the summer and attempt to accommodate school district needs and employee requests. 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. For the purpose of this provision the following shall be considered "departments".

1. The Warehouse,
2. Each trade or craft in Vehicle Maintenance and Maintenance, and,
3. Custodians in each school and work location in Operations.

Vacation requests or needs due to issues beyond an employee's control will be considered on an individual basis. Vacations for ¼ and ½ days will be accepted after this time

period. Vacations greater than ½ day will be considered on an individual basis and will be granted pending workload and job status.

Section 2 - Discretionary Day: One paid discretionary day per fiscal year shall be granted to all employees of this bargaining unit who have completed their probationary period.

The day on which an employee takes his/her discretionary day shall be mutually agreeable to the employee and his/her supervisor.

A Discretionary Day for school bus drivers shall be the time estimated by School Bus Operations for a normal day.

A Discretionary Day shall be one full workday. This section shall become effective February 3, 1987.

Section 3 - Ten-Month Employee Holidays: Ten (10) month employees shall receive Labor Day, Memorial Day, President's Day, Thanksgiving 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. The balance of the regular daily hours, if any, shall be paid at the regular hourly rate. The employee who works on a holiday shall not be otherwise compensated for the holiday.

Section 4 - Twelve -Month Employee Holidays: Twelve (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. The balance of the regular daily hours, if any, shall be paid at the regular hourly rate. The employee who works on a holiday shall not be otherwise compensated for the holiday.

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.

Leave for personal reasons may be granted by the administration of up to a maximum of five (5) non-accumulative days per fiscal year. These days shall be deducted from the employee's accumulated sick leave. This leave may be granted only when pressing personal problems exist which cannot be resolved or scheduled outside of the employees' regular work day. This leave shall not be used except in emergencies as defined hereafter, 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 week period preceding the return of the students. Upon receiving sufficient proof of a legitimate emergency, the Superintendent or his designee shall grant an emergency exception. 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. Otherwise, any request by the employee shall be made in advance of said leave and shall be made to the employees department supervisor at least one workday prior to the requested leave date.

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. 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. When the new Payroll system is implemented, possible changes to this provision will be discussed.
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, certification of the reasons 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. A committee on excessive absences and attendance incentives will be organized. The committee shall be made up of Union and Management representatives.

The Appropriate Assistant Superintendent or designee may grant annual exemptions to this provision to employees who can document chronic family illnesses that necessitate extraordinary use of sick leave.

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 231-40, 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 - Terminal Illness Insurance: Any employee who is employed or on compensable leave for a minimum of 99 days during the work year and who is also approved to take unpaid sick leave for his/her own personal terminal illness or the terminal illness of a spouse or child who is a member of the employee's household shall be entitled to have the Board's share of the employee's health insurance paid through June of the year in which the unpaid leave commences.

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:

Insurance Benefits

1999-00: Effective April 1, 2000:

Single/Family deductible will be increased from \$250/\$500 to \$300/\$600. The family deductible will be a total of \$600 rather than two individuals at \$600.

Co-Insurance will change from 90% in network/70% out of network to 80% in network/60% out of network.

Out of pocket maximum: Change from \$500 to \$1400.

Prescription drug co-pays will be as follows:

- Retail-Generic from \$5 to \$9
- Brand Name from \$11 to \$19
- Mail Order Generic from \$4 to \$12
- Mail order Brand Name from \$9 to \$25

Insurance rates for the 1999-00 school year shall remain the same as per current contract.

Effective October 1, 2000, the health insurance premiums will be as follows:

	Employee	Board
Single	\$29.44	\$166.30
Family	\$164.31	\$407.77

All other language as per current contract except as noted.

There will be no other changes in the insurance program for the 2000-01 school year.

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 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 10 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 3 - 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 (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.
2. Years of service in Manatee County is defined as 1/2 the number of workdays in a year plus

Section 4 – Early Retirement Incentive Program (ERIP): Summary of Eligibility and Benefits:

Participants choose 1 of the 4 forms of benefits, depending on their eligibility:

FORM 1

Benefits:

Twenty-five percent of a participant's final year salary (excluding salary supplements and vacation days), to be made in two equal annual payments.

Single health insurance coverage under the district's plan, and \$10,000 term life insurance, both for 8 years after retirement.

100% of a participant's daily pay rate multiplied by accumulated sick pay and vacation days.

Employees will be entitled to keep the full amount of any health insurance supplement provided by the State of Florida retirement system.

Eligibility Requirements:

Full time employees who meet any of the following:

- At least age 55 with at least 20 years of FRS service by December 31, 2000
- At least age 57 with at least 15 years of FRS service by December 31, 2000
- At least age 62 with at least 10 years of FRS service by December 31, 2000
- 30 or more years of FRS service by December 31, 2000, regardless of age

FORM 2

Benefits:

Monthly payments to offset the FRS early retirement penalty of 5% per year when an employee retires prior to age 62 with less than 30 years of service. The monthly payment is the difference between FRS Normal Retirement Option 1 and FRS Early Retirement Option 1 (this payment does not include any cost of living adjustments.)

Payments are received for the lesser of:

5 years; or

30 years minus the participant's number of FRS service years

Single health insurance coverage under the district's plan, and \$10,000 term life insurance, both for 8 years after retirement.

100% of a participant's daily rate multiplied by accumulated sick pay and vacation days.

Employees will be entitled to keep the full amount of any health insurance supplement provided by the State of Florida retirement system.

Eligibility Requirements:

Full time employees who are at least age 57 with at least 15 years of FRS service, by December 31, 2000

FORM 3

Benefits:

Monthly payments to offset the FRS early retirement penalty of 5% per year when an employee retires prior to age 62 with less than 30 years of service. The monthly payment is the difference between FRS Normal Retirement Option 1 and FRS Early Retirement Option 1 (this payment does not include any cost of living adjustments).

Payments are received for the lesser of:

7 years; or

30 years minus the participant's number of FRS service years

100% of a participant's daily pay rate multiplied by accumulated sick pay and vacation days.

Employees will be entitled to keep the full amount of any health insurance supplement provided by the State of Florida retirement system.

Eligibility Requirements:

Full Time employees who are at least age 55 with at least 20 years of FRS service, by December 31, 2000.

FORM 4

Benefit:

Monthly payments of \$250.00 for up to 3 years. Health insurance coverage comparable to other employees on paid leave.

Eligibility Requirements:

Participants must be on one of the top three steps of their salary schedule. Eligible employees shall be entitled to take up to 3 years of enrichment leave in conjunction with or independent of ERIP.

Enrollment:

The School Board shall provide two enrollment periods. The first enrollment period shall be March, 1999 through June 1, 1999 for employees meeting the eligibility requirements and intending to retire between June 1, 1999 and December 31, 1999. The second enrollment period shall be March 2000 through June 1, 2000 for employees meeting the enrollment criteria and wishing to retire prior to December 31, 2000. The enrollment period for employees who wish to take Enrichment Leave shall be from March 1, 2000 through June 1, 2000. Such leave shall commence by no later than August 8, 2000. All employees meeting the eligibility criteria and wishing to participate in ERIP must enroll during the enrollment period.

Employees enrolling in the first enrollment shall receive the 25% payment in Form I, vacation and sick pay, if eligible, in two equal payments in January 2000 and January 2001. Employees enrolling in the second enrollment shall receive these benefits, if eligible, in two equal payments in January 2001 and January 2002.

Enrichment Leave:

Employees shall be entitled to take up to three years enrichment leave in conjunction with or independent of ERIP. The employee must be on one of the top three steps of their salary schedule to become eligible for this leave. The open enrollment period for Enrichment Leave shall be from March 1, 2000 through

June 1, 2000. Such leave must commence by no later than August 8, 2000. In order to be eligible for “enrichment leave” the employee may be required to render the following service to the Board during his or her “enrichment leave”:

1. Provide the Personnel Office current information regarding the employee’s address and telephone number.
2. Be available after reasonable notice, given the special circumstances of the employee, for recall for duties within the employee’s job description, if the Superintendent of Schools requires such recall. Prior to instituting such a recall, the Superintendent shall consult with various employee representatives.
3. Be available, after reasonable notice given the special circumstances of the employee, to orient the employee’s replacement and provide information necessary for the employee’s successor to function within in the position.
4. Be available in an advisory capacity related to the employee’s position to the Superintendent as needed and convenient to the employee.

Such required service shall not exceed the number of hours per month equivalent to \$250 divided by the employee’s hourly rate of pay at the time the leave commenced.

In consideration of the above services rendered to the school district, the employee on “enrichment leave” shall be paid \$250 per month.

Employees choosing to participate in the enrichment leave program shall be given credit on the salary schedule for each year of leave and shall be considered as being in continuous employment of the board during the leave. Employees returning from enrichment leave shall be entitled to benefits normally accruing to employees returning from other kinds of leave.

In accordance with the rules and regulations of the State Retirement System, an employee on leave shall be considered to be filling a regularly established position in the school system. The school system will make appropriate retirement contributions to FRS on behalf of the employee during the period of the leave.

If an eligible employee chooses to apply for benefits under ERIP during or after completing an enrichment leave, benefits will be calculated on the employee’s salary at the step and lane the employee would be placed if the employee returned to regular full time employment.

If the employee takes employment with another FRS employer, the employee shall immediately notify the Personnel Office and his “enrichment leave” shall be immediately cancelled.

If any provision of this plan should be found to be illegal, employees shall have the following options:

1. Receive a lump sum payment in an amount of \$250 times the months remaining on the enrichment leave or,
2. Convert the leave to unpaid leave for the term of the enrichment leave and being paid for one day of pay at the end of the enrichment leave period in a regularly established position. Such pay shall be an amount equivalent to \$250 times the months remaining on the enrichment leave.

ARTICLE XVIII

DURATION AND RATIFICATIONS

This contract shall be for a term of 3 years. Article XI and XVI will be open for the 2001 – 02 school year. In addition, each party may reopen two sections of the agreement for bargaining for the 2001 – 02 school year.

ATTACHMENT 1

1. Effective January 1, 1995, "Jury Duty Leave" for bus drivers, monitors, and bus aides 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. The parties may mutually agree to reopen the issue of early retirement.
4. 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.

MAINTENANCE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Carpenter II	40	31
Furniture Repairer	40	26
Locksmith	40	31
Lead Carpenter	40	32
Lead Furniture Repairer	40	32
Lead Painter	40	32
Lead Plumber	40	32
Lead Roofer	40	29
Lead Mechanical Equipment Mechanic	40	32
Mechanical Equipment Mechanic II	40	31
Trades Helper	40	25
Electrician II	40	31
Electronics Technician	40	31
Lead Electrician	40	32
Lead Electronics Communications	40	32
Lead Electronics Technician	40	32
Painter	40	29
Plumber	40	31
Roofer	40	29
Glazier	40	31
Workload Control Dispatcher	40	27

MECHANICAL SYSTEMS AND ENERGY

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
A/C Refrigeration Mechanic II	40	31
Assistant HVAC Mechanic (One year only)		29
Controls Technician	40	31
Heating Mechanic	40	31
HVAC Filter Changer (One year only)	40	27
Industrial Equipment Mechanic II	40	31
Lead A/C Refrigeration Mechanic	40	32
Lead Heating Mechanic	40	32
Lead PM HVAC Mechanic	40	32
Lead Industrial Equipment Mechanic	40	32
Energy Project Technician	40	31
A/C Mechanic Assistant	40	29
A/C Mechanic Trainee	40	27

OPERATIONS & GROUNDS MAINTENANCE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Lead Pest Control & Fire Ext. Technician	40	32
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
Pest Control Technician	40	27
Equipment Operator	40	25
Irrigation II	40	29
Lead Sites Person	40	32
Resurfacing/Fencing Mechanic	40	30
Special Equipment Operator	40	28
Turf Maintenance Technician	40	27
Welder	40	31

RECEIVING WAREHOUSE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Lead Receiving Clerk	40	28
Receiving Clerk	40	26
Stores Clerk	40	26
Warehouse Worker Driver I	40	25

TRANSPORTATION

SCHOOL BUS OPERATIONS

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Physically Handicapped Bus Aide	20	23
School Bus Driver	20	27
School Bus Monitor	20	22
Migrant Bus Driver	20	27
Migrant Bus Monitor	20	22

VEHICLE MAINTENANCE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Automotive Parts Counter Person	40	29
Front Tire Specialist Trainee	40	27
Fuel Island Attendant/Fuel Tanker Attendant	40	25
Lead Mechanic	40	32
Lead Paint and Body Mechanic	40	32
Mechanical Inspector	40	31
Mechanical Inspector Trainee	40	29
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

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	32

VEHICLE MAINTENANCE

CLASSIFICATION	WEEKLY HOURS	PAY GRADE
Automotive Parts Counter Person	40	29
Front Tire Specialist Trainee	40	27
Fuel Island Attendant/Fuel Tanker Attendant	40	25
Lead Mechanic	40	32
Lead Paint and Body Mechanic	40	32
Mechanical Inspector	40	31
Mechanical Inspector Trainee	40	29
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

ASFCME Salary Schedule																						
2000/2001																						
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Over 20
2 1 B	7.73	7.86	7.99	8.18	8.39	8.57	8.69	8.91	9.11	9.26	9.38	9.67	9.84	10.06	10.22	10.56	10.71	10.97	11.07	11.17	11.79	11.92
2 2 B	8.19	8.36	8.46	8.67	8.89	9.09	9.20	9.44	9.67	9.82	9.95	10.23	10.45	10.66	10.84	11.21	11.36	11.62	11.73	11.87	12.49	12.62
2 3 B	8.66	8.89	9.03	9.20	9.39	9.60	9.78	9.99	10.20	10.44	10.58	10.91	11.13	11.36	11.58	11.87	12.09	12.33	12.47	12.59	13.22	13.35
2 4 B	9.03	9.20	9.39	9.60	9.78	9.99	10.20	10.44	10.58	10.91	11.13	11.36	11.58	11.87	12.09	12.34	12.69	12.99	13.12	13.24	13.90	14.05
2 5 B	9.39	9.60	9.78	9.99	10.20	10.44	10.58	10.91	11.13	11.36	11.58	11.87	12.09	12.34	12.69	12.92	13.25	13.57	13.70	13.83	14.50	14.64
2 6 B	9.78	9.99	10.20	10.44	10.58	10.91	11.13	11.36	11.58	11.87	12.09	12.34	12.69	12.92	13.25	13.49	13.84	14.18	14.32	14.47	15.14	15.29
2 7 B	10.20	10.44	10.58	10.91	11.13	11.36	11.58	11.87	12.09	12.34	12.69	12.92	13.25	13.49	13.84	14.19	14.49	14.80	14.96	15.10	15.80	15.95
2 8 B	10.58	10.91	11.13	11.36	11.58	11.87	12.09	12.34	12.69	12.92	13.25	13.49	13.84	14.19	14.49	14.79	15.17	15.51	15.66	15.84	16.52	16.70
2 9 B	11.13	11.36	11.58	11.87	12.09	12.34	12.69	12.92	13.25	13.49	13.84	14.19	14.49	14.79	15.17	15.48	15.86	16.22	16.36	16.55	17.24	17.42

3 0 B	11.58	11.87	12.09	12.34	12.69	12.92	13.25	13.49	13.84	14.19	14.49	14.79	15.17	15.48	15.86	16.19	16.58	16.93	17.11	17.27	17.99	18.17
3 1 B	12.09	12.34	12.69	12.92	13.25	13.49	13.84	14.19	14.49	14.79	15.17	15.48	15.86	16.19	16.58	16.86	17.31	17.70	17.90	18.05	18.80	18.97
3 2 B	12.69	12.92	13.25	13.49	13.84	14.19	14.49	14.79	15.17	15.48	15.86	16.19	16.58	16.86	17.31	17.75	18.16	18.57	18.77	18.94	19.69	19.88

Manatee County School Board
and
AFSCME Local 1584

March 7, 2000

The parties may mutually agree to enter into discussions during the 2000-01 school year to upgrade certain positions within the unit.

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 18th day of September, 2000 .

Witnesses:

As to Superintendent

Chief Negotiator

Superintendent of Schools

Witness

Manatee County School District

As to Bargaining Agent

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

Chief Negotiator

President

RATIFICATION. The execution hereof by the respective parties evidence that this Agreement and the terms and conditions hereof have been ratified pursuant to Section 447.309 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 the 18th day of September, 2000.

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: _____
Chairman

By: _____
President

By: _____
Superintendent

PUBLIC EMPLOYER

BARGAINING AGENT