

MANATEE EDUCATION ASSOCIATION

Impasse Legislative Body Hearing Presentation

PERC Impasse Case #SM 2011 006

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ISSUE TWO

7 **Should the CBA’s salary schedule, providing for automatic step increases for each year of service, be maintained for teachers and**
8 **paraprofessionals, or should the parties negotiate whether the step increase is appropriate in any given year? Additionally,**
9 **should the District be required to give those step increases even if negotiations are ongoing at the beginning of the school year?**

Special Magistrate’s Recommendation

7 “The District has budgeted the step increase for the 2010-2011 school year. Employees are being paid their step increases
8 even though this negotiation process has come to impasse and is awaiting a Special Magistrate Recommendation. The District is
9 seeking a recommendation that, if implemented, would not require them to give automatic step increases for the 2011-2012 school
10 year. Rather, they would negotiate with the Association about the ability to fund those increases and no step increase would be
11 given until the negotiation process ended and any disputes were resolved.

12 Step increases are almost universally given in the world of education—providing a slight increase for each year of teaching
13 experience earned. I agree with the Association that the salary step structure is the basis for a teacher’s professional and financial
14 planning.

15
16 *‘When a step plan is in place for as long as it has in the instant case it becomes part of the culture of the organization upon*
17 *which employees depend. They can predict with a high degree of certainty how much money they will be making in the course*
18 *of their careers and make financial plans accordingly. . . .A step plan cannot be abandoned without consequences to the labor*
19 *relations climate and employee morale, See Gilchrist County School Board and Gilchrist Employees/United, Florida PERC case*
20 *SM-2010-019 (Whelan, p.13).’*

21
22 Also see *School Board of Levy County and Levy County Education Association*, Florida PERC case SM-2010-018 (Brady).
23 Abandoning the salary structure entails not paying teachers more for each year of experience, or not paying them more as they get
24 more advanced degrees. This could discourage teacher improvement. The District did not demonstrate that its potential money
25 savings would be worth the turmoil produced with such a culture change.

26 I agree with the Association that the step salary structure should be implemented even if negotiations are ongoing. Failure to
27 move employees to the next step while other issues are being negotiated punishes the employee. The employee is not responsible
28 for the negotiation process. Furthermore, this would reduce the District’s incentive to come to an agreement before the school year
29 begins. The unintended consequence of negotiating to impasse could actually be financially helpful to the District.

30 **For all of the reasons stated above there should be no change in the automatic step increase each employee receives and**
31 **the employee should receive that increase at the beginning of each school year, even if negotiations have not been completed.”**

1 **MEA Position:** MEA accepts the Special Magistrate’s recommendation to retain current language of the Teacher and
2 Paraprofessional CBAs related to experience step advancement.

3
4 **“ARTICLE XII**
5 **COMPENSATION AND HEALTH INSURANCE**

6
7 **Section 1 - Salary**

8 *The salary schedule shall be as set forth in Appendix "A".*

9
10 **Section 6 - Codification of Salary Guidelines and Fringe Benefits**

11 **Subdivision 1. Placement on the Salary Schedule:** *Placement on the Teachers’ Salary Schedule is determined by in-county and*
12 *out-of-county public school teaching experience. Only Florida experience is creditable toward continuing contract or*
13 *professional services contract status. All full time members of the teacher bargaining unit will receive credit on the salary*
14 *scale for all public school experience. See Appendix “A.”*

15 **Subdivision 2. Advancement on the Salary Schedule:** *One (1) year advancement on the Salary Schedule shall be based upon*
16 *ninety-nine (99) or more days employment, including paid holidays, within the district during a school year.*

17
18 **APPENDIX “A”**

19 **INSTRUCTIONAL SALARY SCHEDULES**

20 *Placement on the Teacher's Salary Schedule is determined by public school teaching experience. A teacher will be given*
21 *credit for all public school teaching experience, provided the experience was earned in the United States and provided the teacher*
22 *was properly certified at the time the experience was earned. A new salary schedule will be in effect as of the beginning of the*
23 *fiscal year for 2009-2010. The salary schedule will include two lanes, one for annual contract and one for PSC (Professional*
24 *Services Contract) for each degree level. All employees whose start date is after July 1, 2009, will be placed on the appropriate*
25 *step on the AC salary schedule.*

26 *One year advancement on the salary schedule shall be based upon 99 or more days employment, including paid holidays,*
27 *within the school district during a school year.”*

1 **MEA Rationale:** The dollar value of employee advancement on the salary schedule has always been addressed in negotiations
2 between MEA and the District and has been reported to employees and the School Board during the ratification process. MEA
3 contends that advancement based on experience is the current structure of the salary schedule and that placement for continuing
4 employees and new hires based on experience is the status quo structure of the salary schedule and therefore appropriate to
5 advance continuing employees and place new hires based on the years of experience the employee has worked including the prior
6 year. The district paid approximately \$520,000 to teachers as advancement on the teacher salary schedule that continued to be
7 employed from the 2009-10 work year to the 2010-11 year.

8 The advancement through the schedule based on experience is one of several key structural components of the salary
9 schedules. These components determine the salary of each individual on the schedule. Whether the employee is employed under
10 an Annual Contract or Professional Services/Continuing Contract is another structural component of the schedule. The degree
11 earned for teachers or professional learning achieved for paraprofessionals is another structural element. None of these structural
12 elements are cost of living factors. The experience step advancement provides additional money for eligible employees based on
13 continued employment with the District. The salary schedule is designed to differentiate pay for employees based on experience. If
14 the employee does not work sufficient time in a prior year they are not eligible for advancement. If a teacher does not receive a
15 Professional Service Contract, the employee is not eligible to receive the pay differential provided for earning the PSC and remains at
16 the pay for the Annual Contract lane. If a paraprofessional does not earn the credits to be eligible for advancement in the lane
17 structure of the salary schedule, the paraprofessional's pay remains as the prior lane structure dictates. The schedule for Teachers
18 has steps zero (0) through twenty-six (26). Experience after the twenty-sixth step is not a variable in the salary schedule and no pay
19 differential is paid for experience beyond that point. If the schedule did not use experience as a structural element, or if it used a
20 different number of steps, all employees would be paid the same, or they would be paid based on the years of experience as
21 determined through that structure.

22 Not implementing a structural element leads to some undesirable consequences as you begin a new year. How do you justify
23 paying a newly hired beginning teacher at the same rate of pay as a returning employee that has successfully completed a year when
24 the structure of the schedule says otherwise? How will newly hired experienced employees be placed on the schedule? If you
25 decide not to honor the experience factor of the structure for a year or two, how will employees that have honored their
26 commitments to the district recognize that they are being equitably and fairly compensated? Is the District honoring their
27 commitments as agreed upon within the agreement? It appears disingenuous to state that you wish to pay employees different
28 based on experience, agree to an experienced based structure and then not honor that structure.

29 The structure based on experience has existed for decades and employees plan their professional and personal financial lives
30 based on the structural designs of the salary schedule. It is unfair to state that experience is a factor in how an employee will be
31 paid over time and then withhold that payment. If the district does not believe experience should be a factor related to pay

1 differentials (Although research exists that states that experience does impact the quality of performance), then it would be
2 appropriate to negotiate around the salary schedule structure for the future. Retaining the structure but not following the structure
3 is not justified.

4

5 ***MEA urges the Legislative Body to adopt the Special Magistrate's recommendation to retain the current language of the***
6 ***Teacher and Paraprofessional CBAs related to progression on the salary schedule.***

7

8

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1 **ISSUE FOUR**

2 **What revisions should be made to the self-insured health plan premiums?**

3 **The Special Magistrate’s Recommendation**

4 Everyone agrees that increased premium payments must be made to take the self-insured health fund out of deficit
5 spending. I found the District’s argument about how to do this more compelling than the Association’s. The District’s evidence was
6 based upon a consultant’s report and management’s own experience with operation of the fund. The District’s evidence proved that
7 even when using its increased premium payments, District employees’ take-home pay compared favorably with surrounding School
8 Districts.

9 Also, significantly, the parties have agreed to have a Health Insurance Committee that will study these difficult issues and
10 make a recommendation to the Association and the District. If any of the problems the Association predicts actually occurs, the
11 Committee can make recommendations to remedy those problems.

12 **The Association should withdraw its proposal and the District’s proposal regarding revisions to the self-insured health plan
13 should be adopted.**

14
15
16 **MEA Position:** MEA’s proposal for a 19% increase for both employee premiums and employer premiums is consistent with the
17 recommendations made in 2010 by the Third Party Administrator, BCBS, and the actuary, Wakely Consulting Group for 2011
18 premiums. MEA has no interest in waiving its right to negotiate plan designs and premiums for the future and believes that the
19 current plan design inclusion in Appendix E of the CBA is appropriate and should be maintained.

20 **ARTICLE XII Compensation and Health Insurance**

21 **Section 5 - Plan Design**

22 *(Refer to Health Insurance Handouts)*

23 **Effective April 1, 2011, Teachers (Paraprofessionals) will be responsible for the attached employee premiums.**

MEA Proposal Health Insurance Premium				EE Current	Board Current	Plan Premium Current	EE Proposed	Board Proposed	Plan Proposed
2010 BLUE CHOICE									
			Jul-10						
ACTIVE Single	001		105	\$ 100.00	\$ 348.46	\$ 448.46	\$ 119.00	\$ 414.67	\$ 533.67
ACTIVE + 1 Dep	001		59	\$ 300.00	\$ 411.04	\$ 711.04	\$ 357.00	\$ 489.14	\$ 846.14
ACTIVE + Fam	001		24	\$ 500.00	\$ 739.46	\$ 1,239.46	\$ 595.00	\$ 879.96	\$ 1,474.96
2010 BLUE OPTIONS									
			Jul-10						
ACTIVE Single	002		1475	\$ 47.26	\$ 348.46	\$ 395.72	\$ 56.24	\$ 414.67	\$ 470.91
ACTIVE + 1 Dep	002		625	\$ 210.00	\$ 411.04	\$ 621.04	\$ 249.90	\$ 489.14	\$ 739.04
ACTIVE + Fam	002		978	\$ 236.26	\$ 739.46	\$ 975.72	\$ 281.15	\$ 879.96	\$ 1,161.11
2010 BLUE CARE									
			Jul-10						
ACTIVE Single	003		506	\$ 10.50	\$ 348.46	\$ 358.96	\$ 12.50	\$ 414.67	\$ 427.16
ACTIVE + 1 Dep	003		172	\$ 157.50	\$ 411.04	\$ 568.54	\$ 187.43	\$ 489.14	\$ 676.56
ACTIVE + Fam	003		260	\$ 183.76	\$ 739.46	\$ 923.22	\$ 218.67	\$ 879.96	\$ 1,098.63

Monthly	\$ 552,401.38	\$ 2,011,936.32	\$ 2,564,337.70	\$ 657,357.64	\$ 2,394,204.22	\$ 3,051,561.86
Annualized	\$ 6,628,816.56	\$24,143,235.84	\$ 30,772,052.40	7,888,291.71	\$28,730,450.65	\$ 36,618,742.36

1 **MEA Rationale:** MEA concurs with the District that the Self-Insured Health Insurance Fund requires an increase in premiums to
2 stabilize the fund and to begin to resolve the Fund deficit. The Fund deficit has been growing over the past five years and although
3 plan design changes and premiums were imposed by the Legislative Body in 2008, plan modifications and premium changes have
4 not been sufficient to reduce the deficit. MEA proposes to increase premiums by nineteen percent (19%) for Employees and the
5 Board for all plans and selected coverage for the remainder of the 2011 plan year. MEA proposes to address the plan designs during
6 the 2011 year with expectations that plan modifications and premium contribution increases may be required in future years as
7 well, until the plan is stable, in good financial standing and provides quality health care coverage for employees at a reasonable and
8 fair cost. MEA believes that the Committee structure will lend itself to beginning to resolve the problems in the Health Fund. In fact
9 the Committee has asked its Third Party Administrator (TPA) to provide the Committee its recommendations for alternative plan
10 designs, with premium structures to support those designs whether as a fully insured product or as a self-insured product. The
11 Committee has begun to explore alternative plan designs and premium structures for the 2012 plan year.

12 Both the MEA proposal and District proposal intend to stabilize the plan by covering the plan claims and expenses for the
13 2011 year and by beginning to reduce the fund deficit. The difference in total monthly premium contributions, between the MEA
14 and District proposals is \$6,180.13. The MEA proposal utilizes an across the board percentage increase method while the Board
15 proposal shifts more of the burden onto the premium contributions paid by the employees that have dependent coverage. Both the
16 TPA, BCBS, and the District's actuary, Wakely Consulting Group, recommended premium increase structures similar to MEA's
17 proposal for the 2011 plan year.

18 The Superintendent proposed increases in the employees' monthly contributions, on average, forty-four percent (44%) over
19 the current employee contribution rate. Although some employee contributions would remain the same, other employees would be
20 faced with increases of as much as \$138.18 per month, a more than seventy-five percent (75%) increase. This equates to an
21 additional out of pocket expense of \$1658.16 on an annualized basis. This premium increase equates to more than an 11%
22 reduction in take home pay for paraprofessionals making \$16,000 a year. In another example, although the dollars per month
23 increase is not as high as the previous example, some employees' contributions would be nearly six times (596%) as high as the
24 current rate. There is no data to support this level of increase in premium.

25 In addition the Board proposal increases the employee contributions more for the two most highly selected plans and will
26 create similar premium structures for all three plans. MEA contends that this method will cause employees to shift away from the

1 Blue Care HMO plan to the Blue Options plan because the Options plan employee contributions will be less or nearly the same as the
2 HMO plan. MEA contends that this type of premium shift, and the migration away from the HMO plan, is unnecessary and
3 undesirable. The increase in Health Insurance costs will also result in employees' dropping other valuable employee paid benefits
4 like dental coverage. MEA contends that plan selection changes should be made based on both plan design and premium
5 considerations and should follow the Committee's review of plan designs for implementation in January for the 2012 plan year.

6 The Superintendent based the premium structure on a Mercer Report in which he established specific criteria driving the
7 outcome of that report. The current data of the health claims does not support the Superintendent's recommendations. In fact, the
8 current data provided to the Health Insurance Committee (Attachment) reveals that the Blue Choice PPO plan- the plan for which
9 the Superintendent has proposed no increase in employee premiums- is the plan with the highest loss ratio. During the 2010 plan
10 year, the Blue Choice plan had a loss ratio of 138.7% for employee participants. This means that the claims experience for
11 participants in the Blue Choice PPO plan was thirty eight percent more than the total estimated revenues (Participants times
12 premiums) for the same year. The estimated premiums for both of the other options exceeded what the claims experience data
13 suggests. The loss ratio for the Blue Care HMO, the plan that the Superintendent proposes the highest increases, was 77.3% for the
14 2010 plan year for employee participants. This means that claims costs were nearly twenty-three percent less than the premiums
15 collected. The loss ratio for the Blue Options PPO was 86% for the 2010 plan year. If this trend continues for the current year and
16 beyond, the participants in the Blue Care HMO will be paying higher premiums and contributing at a disproportionate amount to the
17 reduction in the deficit while the participants in the Blue Choice plan will continue to be subsidized by participants in the other two
18 plans without paying any more in premiums. The report submitted by the actuary based on the Superintendent's proposed
19 premiums shows that more than five million dollars are projected to be available at the end of the 2011 plan year to begin to reduce
20 the deficit. If the HMO continues to have the same loss ratio, it is reasonable to conclude that the increase in premiums collected
21 from the HMO participants will be a disproportionate amount of the excess in the plan year. The remainder is likely to come from
22 the premiums based on the Blue Options PPO plan, the plan with the second highest employee increase and the second lowest loss
23 ratio.

24 The Superintendent proposes to have all three plans have nearly the same premium for 2011, even though the claims
25 experience data for these plans clearly shows that there is a difference in claims costs, the largest part of the overall cost of the plan.
26 The total claims costs per participant in each plan demonstrates that the claims cost of the Blue Care HMO participants was \$120 per

1 month less than the claims costs for the Blue Choice plan participants for the 2010 plan year. None of the data provided to the
2 Health Insurance Committee supports the Superintendent’s proposal. The plan TPA disagrees with the Mercer recommendations
3 based on the data they have about the plan and the belief that Mercer did not consider the difference in discounts within each plan.
4 Why would we encourage employees to choose a plan other than the HMO? Why would the District elevate the premiums of the
5 HMO beyond the Blue Options plan when the claims cost and the loss ratio is lower in the HMO than in the other two plans? Why
6 would we want to create disruption for employees when the data does not support it? Why would we want our lowest paid
7 employees, the employees that have chosen the Blue Care HMO plan, to subsidize the higher cost plan? Why would we want our
8 lowest paid employees, the employees that have chosen the Blue Care HMO plan to pay a disproportionate amount of the deficit by
9 charging them a higher premium when the loss ratio does not warrant the increase?

10 The Superintendent also is proposing to remove the plan document from the collective bargaining agreement, Appendix E.
11 MEA believes that the plan design is a mandatory issue for negotiations and should remain as in the current agreement. MEA has no
12 intention of waiving its right to negotiate over this or any other mandatory issue of bargaining. MEA contends that the special
13 Magistrate’s recommendation related to the Health Insurance Committee structure included the following in support of retaining
14 the plan design documents as is the current practice in Appendix E by stating:

15 *“Health benefits are a mandatory subject of bargaining. Florida Statutes provide:*

16 *F.S. 447.309 (1) After an employee organization has been certified pursuant to the provisions of this part, the*
17 *bargaining agent for the organization and the chief executive office of the appropriate public employer or employers,*
18 *jointly, shall bargain collectively in the determination of the wages, hours, and terms and conditions of employment of*
19 *the public employees within the bargaining unit. Health benefits are in the category of “terms and conditions of*
20 *employment.” Delegating issues of employment to separate committees would be very disruptive to the collective*
21 *bargaining process. The Association is correct when it argues that the wage and benefit package agreed to through*
22 *collective bargaining often requires a balancing of the economic issues. Isolating one economic issue from the*
23 *bargaining procedure would do damage to the process. The parties have wisely appointed a Committee to research*
24 *the complex issue of insurance and that research should be part of the discussion at the negotiations for a CBA.”*

25
26 **MEA urges the Legislative Body to adopt the MEA proposal related to Health Insurance Premiums and maintain the current**
27 **Appendix inclusion of the plan design.**

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ISSUES FIVE & SIX

How should the terminal pay provisions within Article XIII of the collective bargaining agreement be modified?

The Special Magistrate's Recommendation

"The parties have had a long standing and bargained for agreement that accrued sick leave be paid upon retirement. The parties have come to impasse over whether the present practice of paying 100% of accrued sick leave after 25 years of service should be changed so that the District only pays a maximum of 50% of accrued sick leave at retirement.

The Association's evidence about comparable School Districts was most persuasive. The Association's comparables showed that the counties of Clay, Escambia, Lake, Marion, Osceola, and St. Lucie pay 100% of accrued sick leave after 13 years of service. Pinellas County pays 100% of accrued sick leave after 30 years of service and 90 % after 25 years service. Even the District's own evidence demonstrated that surrounding counties had more generous terminal pay plans that the one proposed by the District.

The Association's counterproposal that employees should be entitled to an annual payout of accrued sick leave is also rejected. The District convincingly argues that if this counterproposal were recommended the result would be an immediate liability to the District.

For the reasons stated above the Special Magistrate recommends that the parties retain the present language of Article XIII of the CBA."

MEA Position: Accept the Special Magistrate's Recommendation to retain current language of Article XIII of the CBA

"ARTICLE XIII - TERMINAL PAY

Section 1 - Early Retirement

1. Benefits Upon Early Retirement: *Each full time employee of the bargaining unit 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:*

- a. During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by 35 percent time the number of days of sick leave accumulated in Manatee County.*
- b. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by 40 percent time the number of days of sick leave accumulated in Manatee County.*
- c. During the next three (3) years of service in Manatee County, the daily rate of pay multiplies by 45 percent times the number of days of sick leave accumulated in Manatee County.*

- 1 d. *During and after the tenth (10th) year of service in Manatee County, the daily rate of pay multiplied by 50 percent*
2 *times the number of days sick leave accumulated in Manatee County.*
3 e. *No teacher shall take a reduction in benefits over the administrative practice which was in effect prior to*
4 *implementation of this provision.*
5 f. *Early retirement is defined as retirement in which the employee is eligible to receive and has applied for retirement*
6 *benefits from the Florida Retirement System, but does not meet the requirements for normal retirement.*
7

8 **Section 2 - Normal Retirement**
9

- 10 **1. Benefits Upon Normal Retirement:** *Each full time employee of the bargaining unit shall be eligible for terminal pay at*
11 *normal retirement if the employee is eligible for normal retirement benefits at the time of separation, and has applied for*
12 *retirement in accordance with the following formula:*
13 a. *During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by 35 percent time the*
14 *number of days of sick leave accumulated in Manatee County.*
15 b. *During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by 40 percent time the*
16 *number days of sick leave accumulated in Manatee County.*
17 c. *During the next three (3) years of service to the date upon which credit is received for the 10th year of service in*
18 *Manatee County, the daily rate of pay multiplied by 45 percent times the number of day of sick leave accumulated in*
19 *Manatee County.*
20 d. *Upon receiving credit for the 10th year of service and to the date on which the teacher receives credit for the 15th*
21 *year of service in Manatee County, the daily rate of pay multiplied by 50 percent time the number of days of sick leave*
22 *accumulated in Manatee County.*
23 e. *Upon receiving credit for the 15th year of service and to the date on which the teacher receives credit for the 20th*
24 *year of service in Manatee County, the daily rate of pay multiplied by 60 percent times the number days of sick leave*
25 *accumulated in Manatee County.*
26 f. *Upon receiving credit for the 20th year of service and to the date on which the teacher receives credit for the 25th*
27 *year of service in Manatee County, the daily rate of pay multiplied by 75 percent times the number of days of sick*
28 *leave accumulated in Manatee County.*
29 g. *Upon receiving credit for the 25th year of service in Manatee County and thereafter, the daily rate of pay multiplied by*
30 *100 percent times the number of days of sick leave accumulate in Manatee County.*
31 h. *If service is terminated by death, payment shall be made to the employee's beneficiary according to the formula in*
32 *"B", regardless of the employee's retirement status.*
33 i. *"Normal retirement" shall be defined as: (1) having 10 years of creditable service in the Florida Retirement System and*
34 *being 62 years of age, or (2) having 30 years of creditable service in the Florida Retirement System."*

1 **MEA Rationale:** MEA developed a counter-proposal based on the District’s claims that the intent of their proposal was to reduce the
2 long term liability that is annually reported in the District’s Annual Financial Report. MEA believed that the modification of the
3 terminology and the annual option for receiving compensation for accumulated sick leave will reduce the long term liability. MEA
4 accepts the Special Magistrate recommendation to retain the current language.

5 The District’s proposal will require additional manpower, workload, accounting and reporting procedures to ensure that the
6 complicated process is accurately managed over time. In addition the proposed changes are confusing and will require, at the least,
7 an annual report for employees on the status of leave accumulated, leave used, what day was used for leave and the rate of pay for
8 each remaining accumulated day from July 1, 2011. It is MEA’s belief that the additional staff needed to manage the District’s
9 proposal will be more expensive over the long haul than retaining the current language.

10 The district has stated that this proposal is intended to have the bargaining unit members be consistent with the other
11 employees. MEA sees no rationale for such consistency, particularly when many of the non-bargaining unit employees do not
12 require a substitute when absent, have much more flexibility within their schedule and have annual leave that is available for use-
13 even during student days- and are eligible for payments for unused accumulated annual leave upon termination of employment.

14 All comparable districts have the same language as the current contract language or language similar to the MEA proposal.
15 Some have actually added additional provisions to incent employees to not use accumulated sick leave while retaining the Terminal
16 Pay language patterned after the permissive language contained within Florida Statutes Chapter 1012.61. Terminal Pay as it
17 currently exists merely assists long term employees as they adjust to retirement—when income will be less than half of the salary
18 when working and each retiree is required to pay one hundred percent (100%) of the health insurance costs at least until eligible for
19 Medicare. For the 2009-10 year, the 134 teachers that received terminal pay were employed by the district an average of 28 years
20 and were paid for an average of 35 days with an average payment of \$11,168. This means that they accumulated 1.25 unused sick
21 leave days per year over their long careers. Seventeen (17) Paraprofessionals received terminal pay and were employed by the
22 district an average of 25 years and were paid an average of 30 days with an average payment of \$3,458. Paraprofessionals
23 accumulated 1.22 days per year over their career. The average Terminal Pay for bargaining unit employees is less than the recently
24 proposed “On Time Retirement” incentive program.

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26 **MEA urges the Legislative Body to accept the Special Magistrate’s Recommendation and retain the current Terminal Pay**
27 **language within the collective bargaining agreement.**

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ISSUE SEVEN

Should full-time teachers in regular high schools be assigned to no more than six (rather than five) teaching periods for a regular seven period day?

The Special Magistrate's Position

"There is simply no reason why the collective bargaining agreement needs to address this issue at this time. When the District decides that the high schools should operate on a 7 period schedule it can discuss and plan for such a transition with the Association and parents.

The District should withdraw this proposal."

MEA Position: MEA accepts the Special Magistrate's recommendation to retain current language in Article V, Section 19.

"ARTICLE V WORKING CONDITIONS

Section 19 - Senior High Additional Duty Period

High School teachers (excluding MAVTC-adult school teachers) with full-time classroom teaching responsibilities shall be assigned no more than five teaching periods a day except as provided in Article V, Section 22."

MEA Rationale: MEA contends that modifying the high school day is a complex and multifaceted issue that should not be addressed through a single proposal addressing just one aspect of the complicated change. For example, the Board's exhibit that described the two schedules in the Special Magistrate hearing (Board's Exhibit page 00192) states that the "school day must be extended by 30 minutes to meet statutory seat time requirements" yet there has been no discussion or negotiations surrounding this impact on the high school teachers' work day by extending the student day. The time to address this issue is when there is a more complete plan that reveals the impacts of the change. This seems to be a solution without a problem, since there is no current proposal to modify the schedule at any high school in the district. Currently high schools operate under an alternating block schedule that currently does not have seven periods per day.

The past experience with a six out of seven period structure was not seen as a successful model by teachers, and the change away from that schedule provided more academic time for students. The MEA President, Pat Barber, recalls the reasons for changing from the seven period day to the current block schedule. She stated that the block provides for more instructional time, a

1 better use of that instructional time, and the schedule has less unproductive time during the day due to decreased student passing
2 time between classes. In addition, she reported that teacher satisfaction and morale was low under the six (6) of seven (7) schedule.
3 She also stated that the six different groups of students assigned daily to each teacher required more planning, coordination and
4 recordkeeping functions than the current block structure. Even though there was resistance to the change from the prior seven
5 period day schedule, teachers now see the value of the block schedule.

6 The current language provides an opportunity for teachers to volunteer to teach additional periods and for Principals to
7 assign high school teachers additional duty periods. This practice has been effective and should be continued. MEA has had no
8 issues with teachers who may volunteer for such assignments based on the teacher's agreement to complete the required tasks.
9 The District's position would create planning time and work load inequities and require teachers to continue to work well beyond
10 the regular compensated work day on planning, preparation, student assessment, paperwork and parent communication without
11 compensation. Teachers that have worked under this model previously are able to verify the many issues related to a six out of
12 seven period day structure. The District proposal would add an additional 14% of the teacher's regular workday to be allocated to
13 instructing students and decreasing the amount of time a teacher has for preparing for instruction and other duties related to the
14 instruction of students.

15 The Superintendent claims that this schedule would "make high school teachers equal with elementary and middle school
16 teachers." The state requirements for instructional times for elementary, middle and high school are not the same, and it is unlikely
17 that the schedules for the schools will ever be "equal." A review of the comparable district collective bargaining agreements
18 demonstrate that the language related to the levels is not the same. Even if the number of periods is the same, the length of the
19 instructional day and the other structures of the work day and student day are different in elementary, middle and high schools.
20 Middle school teachers do not prefer a six (6) of seven (7) schedule. That model was imposed on middle schools a couple of years
21 ago in a Legislative Body hearing, and MEA does not support the notion that being "equal" is desirable or a supportable rationale for
22 implementation of the Board's proposal.

23 **MEA urges the Legislative Body to adopt the Special Magistrate's recommendation and retain the current language related to**
24 **high school teaching periods.**

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ISSUE TEN

Should the Agreements be amended to provide that teachers and paraprofessionals are notified on or before June 1 (rather than May 1) whether they will or will not be reappointed for the following year?

Special Magistrate’s Recommendation

“The District argues that it needs more time to make reappointment decisions because the budget from the state legislature is not received until late April. This is a reasonable argument. Both the paraprofessional CBA and the teacher’s CBA should be modified to state that notification of reappointment must be given by May 15.”

MEA Position: MEA agreed during negotiations and again at the Special Magistrate hearing to modify the date for notice to teachers from May 1st to June 1st of each year. MEA accepts the Special Magistrate’s recommendation to modify the Paraprofessional CBA for notification of reappointment of Paraprofessionals to May 15th.

ARTICLE V -EMPLOYEE CONDITIONS

Section 6 - Notification of Reappointment:

- A. Employees shall be notified, in writing, of their reappointment, within a reasonable period of time after they are reappointed by the Board. Employees not reappointed for the next school year shall be notified in writing, of their non-reappointment, no later than May April 15.

MEA Rationale: Paraprofessionals serve a valuable and essential role in the system, but the positions are different from the Teacher positions. The positions within the Paraprofessional bargaining unit are hourly and are not the same as requirements and expectations for the profession of teaching. MEA is concerned that having the same date for teachers and paraprofessionals, a date of JUNE 1, would create confusion and difficulty to comply with all on the same date at the work site. MEA urges the Legislative Body to accept MEA’s proposed language designating May 15th as the reappointment notice deadline for Paraprofessionals as the recommendation of the Special Magistrate. The end of the work year is challenging with many closing activities and transitional processes that need to be accomplished prior to the end of the year.

MEA urges the Legislative Body to adopt the Special Magistrate’s recommendation and modify the Paraprofessional notification of reappointment to May 15th.

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ISSUE ELEVEN

Should the paraprofessionals' agreement be amended to provide a probationary period of 3 years that could be extended to a 4th year before obtaining permanent status?

The Special Magistrate's Recommendation

"The Special Magistrate sees no logic to the District's argument that it is not fair to teachers if paraprofessionals have a shorter probationary period. The more important comparable is "what is the probationary period for paraprofessionals in other school districts?" The Association's evidence established that paraprofessionals in comparable districts did not have more than a three year probationary period. In fact many had a probationary period of only six months. See MEA Binder, Tab 12.

The District should withdraw this proposal."

MEA Position: MEA accepts the recommendation of the Special Magistrate to retain the current language within the Paraprofessional CBA related to probation and the reappointment process for paraprofessionals.

"ARTICLE V -EMPLOYEE CONDITIONS

Section 6 - Notification of Reappointment:

- A. *Employees shall be notified, in writing, of their reappointment, within a reasonable period of time after they are reappointed by the Board. Employees not reappointed for the next school year shall be notified in writing, of their non-reappointment, no later than ~~May~~ April 15.*
- B. *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 employees filling such a position, whether full time or part time pays FICA and is eligible to participate in the insurance programs.*
- C. *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 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 is s/he is 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 non-reappointment or failure to appoint as a permanent employee.*
- D. *After completion of this appointment period, the employee may be reappointed as permanent employee without the necessity of annual reappointment. After the employee is appointed as a permanent employee s/he may only be dismissed for cause or as a result of a reduction in force."*

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2 **MEA Rationale:** MEA contends that there is no need for modifications within the probationary and reappointment process for
3 paraprofessionals. The current 120 days of probation for bargaining unit employees provides sufficient time to evaluate and make
4 recommendations regarding the continuation of employment. After two years of evaluation and annual renewals without reason, a
5 supervisor of the paraprofessional should be able to make an educated judgment about the employee's ability to continue to meet
6 the expectations for the position. The positions within the Paraprofessional bargaining unit are hourly and do not have the same
7 requirements and expectations as the profession of teaching. Certification and professional standing are not required for
8 paraprofessionals. If approved, this provision would not be consistent with teacher status next year since legislation alters the status
9 for teachers in the years to come. MEA finds it offensive that the district would be concerned that paraprofessionals may receive a
10 substantial benefit in a local contract that teachers are not able to have due to legislation.

11 Comparable county agreements demonstrate that the current language is consistent with the probation and contract status
12 provided to similar employees in other counties.

13 **MEA urges the Legislative Body to accept the recommendation of the Special Magistrate to retain the current language within**
14 **Article V, Section 6 of the Paraprofessional CBA related to probation and reappointment process of paraprofessionals.**

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ISSUES FIFTEEN, SIXTEEN AND SEVENTEEN

The Association proposes the following language for protection of teachers' rights.

Section 1. Nothing contained herein shall be construed to deny or restrict any teacher any rights he/she may have under the Constitution and Laws of the United States and of the State of Florida.

Section 2. Each teacher's citizenship right to exercise or support his/her political preference on his/her own time and away from school premises shall not be impeded providing such activities do not violate any local, state, or federal ordinance or law.

Section 3. Teachers shall not be required to advocate for or against any political issue, or be responsible to communicate through any district communications concerning an issue, referendum or amendment, including any state question that is subject to a vote of the electors.

The Special Magistrate's Recommendation

Many collective bargaining agreements in both the private and public sector are incorporating the requirement to abide by Federal Statutes and State and Federal Constitutions. This brings these statutory claims within the four corners of the agreement and provides that they can be addressed through the grievance procedure by an arbitrator. See *How Arbitration Works*, 6th edition, (Elkouri & Elkouri, p. 38). Also see Association Exhibit, Tab 2, which shows that in Clay, Lake, Marion, Osceola, and Sarasota Counties the CBAs have incorporated the right to grieve statutory and constitutional claims. In my extensive experience as a labor and employment arbitrator I find that employers usually propose alternative dispute resolution on statutory claims so that they can avoid the cost of going to federal or state court. The Supreme Court in *Gilmer v. Interstate / Johnson Lane Corp.*, 500 U.S. 20, 55 FEP cases 1116 (1991) ruled that statutory claims can be submitted to mandatory arbitration. Regarding this issue, the Association makes the more persuasive case.

The Association's proposal should be accepted.

1 **MEA Rationale:** During the fall of 2010 the Manatee County School District Superintendent proposed changes to School Board of
2 Manatee County Policy 4.17 and Policy 6.15. MEA challenged the process and content of the proposed policies and requested to
3 negotiate over the proposed policies. Although currently, the policies have been removed from consideration, the District has
4 reported that the policies may be revised and resubmitted for School Board consideration in the future. MEA contends that the
5 protections these contractual provisions would provide for bargaining unit members would provide the opportunity to resolve the
6 issues within the District or through Arbitration, a less expensive and less time consuming process than a state or federal lawsuit.
7 Absent the language a bargaining unit member would be required to appeal the District action that the employee believes violates
8 his or her rights only through a costly and time consuming legal challenge. The District has not provided a counter-proposal related
9 to this issue. Similar provisions are included within the vast majority of the comparable collective bargaining agreements. During
10 negotiations Management indicated that it could agree to possibly include rights if exempted from grievance process.

11 **MEA urges the Legislative Body to accept the recommendation of the Special Magistrate and approve the new language proposed**
12 **by MEA regarding Teacher/Employee Rights.**

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