

**Proposed Memorandum of Agreement**

Between

The School District of Manatee County

And

The Manatee Education Association

**EMPLOYEE PAYDAY 2018-19**

**October 16, 2017**

This Memorandum of Agreement (AGREEMENT) is made and entered into by the School District of Manatee County, Florida (MCSD) and the Manatee Education Association (MEA), collectively as the parties (PARTIES) to a Collective Bargaining Agreement (CBA) in advance of the 2018-19 implementation of new technology impacting the payroll process for Paraprofessionals employed by MCSD and represented by MEA. The PARTIES agree to the following modifications of the CBA provisions within Article XI, Section 8, Employee Payday. It is the intent of this AGREEMENT to enable an efficient implementation of the software and procedures for timely salary payments.

**Article XI – COMPENSATION AND HEALTH INSURANCE**

**Section: 8 – Employee Payday**

Semi-Monthly Pay: Salary shall be divided by 24 equal pays issued on the 10th and 25th of the month with these exceptions:

1. If a pay date falls on a non-work day or holiday, paraprofessionals shall receive their paychecks on the last weekday prior to the payday, even if it is a non-work day.
2. If the last day of the contract period occurs on or before May 31<sup>st</sup>:

Employees shall receive one check equivalent to ~~four~~ five regular pay checks on the ~~10th of May~~ 10<sup>th</sup> of June. Their final paycheck will be paid on the 25<sup>th</sup> 10<sup>th</sup> of June. Should June 25<sup>th</sup> 10<sup>th</sup> fall on a non-work day or holiday, employee shall receive their paychecks on the last weekday prior to the June 25<sup>th</sup> 10<sup>th</sup> payday.

~~1. Employee's December 25<sup>th</sup> check will be deposited into employees' bank account on the last workday weekday prior to the holiday for the District office, even if it is a non-work day.~~

If the last day of the contract period occurs on or after June 1<sup>st</sup>:

Employees shall receive one check equivalent to four regular pay checks on the 25<sup>th</sup> of June. Their final paycheck will be paid on the 25<sup>th</sup> of June. Should June 25<sup>th</sup> fall on a

non-work day or holiday, employee shall receive their paychecks on the last weekday prior to the June 25<sup>th</sup> payday. Employee's December 25th check will be deposited into employees' bank account on the last ~~weekday~~ weekday prior to the holiday for the District office, **even if it is a non-work day.**

~~2.~~

3. Employee's December 25th check will be deposited into employees' bank account on the last ~~weekday~~ weekday prior to the holiday for the District office, **even if it is a non-work day.**

~~3.4. Summer School Payday – Summer school worked in June shall be paid on July 10.~~

Summer school worked in July shall be paid on the employees' last workday **pay will follow the regular pay schedule of the 10th and 25th of the month.**

~~4.5. Beginning in 2010-2011, Employees will be paid as described in "2" above, or have the option of 24 equal payments over a 12 month period. Selection of pay option will be in the spring of the preceding school year and cannot be changed for that school year.~~

~~5.6. The first paycheck of the school year will occur on August 25, except in years when the tenth day of work for teachers is after August 25, then the first paycheck will be on the tenth day of work. Thereafter, paychecks would occur on the 10th and 25th of each month to equal 24 pay dates.~~

The first paycheck of the school year will be issued on the scheduled semi-monthly pay date in accordance with the Pay Periods and Pay Dates published annually by the District. Pay on the 10th of each month includes work days from the 16th through the end of the month for the prior month, and pay on the 25th includes work days from the 1st through the 15<sup>th</sup> of the current month.

~~6.7. The parties shall meet no later than November 30, 2017~~ February 1, 2018 to establish mutually agreeable procedures to ensure that payroll discrepancies that may occur within the new payroll system are timely addressed.

All other language of the CBA between the PARTIES not specifically addressed within this AGREEMENT shall remain in full force and effect unless mutually agreed to and ratified by the PARTIES.

Manatee Education Association

School Board of Manatee County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Proposed Memorandum of Agreement**

Between

The School District of Manatee County

And

The Manatee Education Association

**TEACHER PAYDAY 2018-19**

**October 16, 2017**

This Memorandum of Agreement (AGREEMENT) is made and entered into by the School District of Manatee County, Florida (MCSD) and the Manatee Education Association (MEA), collectively as the parties (PARTIES) to a Collective Bargaining Agreement (CBA) in advance of the 2018-19 implementation of new technology impacting the payroll process for Teachers employed by MCSD and represented by MEA. The PARTIES agree to the following modifications of the CBA provisions within Article XII, Section 6, Subdivision 6 Teacher Payday. It is the intent of this AGREEMENT to enable an efficient implementation of the software and procedures for timely salary payments.

**Article XII – COMPENSATION AND HEALTH INSURANCE**

**Section: 6 – Codification of Salary Guidelines and Fringe Benefits**

**Subdivision 6 – Teacher Payday**

Semi-Monthly Pay: Salary shall be divided by 24 equal pays issued on the 10th and 25th of the month with these exceptions: guidelines:

a. If a pay date falls on a non-work day **or holiday**, teachers shall receive their paychecks on the last ~~workday~~ weekday prior to the payday, **even if it is a non-work day**.

b. If the last day of the contract period occurs on or before May 31<sup>st</sup>:

Teachers shall receive one check equivalent to ~~four~~ **five** pays on the ~~10th of May~~ **10<sup>th</sup> of June**. Their final paycheck will be paid on the ~~25<sup>th</sup>~~ **10<sup>th</sup>** of June. **Should June 10<sup>th</sup> fall on a non-work day or holiday, teachers shall receive their paychecks on the last weekday prior to the June 10<sup>th</sup> payday.**

If the last day of the contract period occurs on or after June 1<sup>st</sup>:

Employees shall receive one check equivalent to four regular pay checks on the 25<sup>th</sup> of June. Their final paycheck will be paid on the 25<sup>th</sup> of June. Should June 25<sup>th</sup> fall on a non-work day or holiday, employee shall receive their paychecks on the last weekday prior to the June 25<sup>th</sup> payday. Employee's December 25<sup>th</sup> check will be deposited into employees' bank account on the last weekday ~~weekday~~ prior to the holiday for the District office, **even if it is a non-work day.**

District edits included 10/19/17

c. Teacher's December 25<sup>th</sup> check will be deposited into employees' bank account on the last ~~workday~~ **weekday** prior to the holiday for the District Office, **even if it is a non-work day.**

d. ~~Beginning in 2010-2011, employees will be paid as described in "b" above, or~~ **Teachers** have the option of 24 equal payments over a 12 month period. Selection of **this** pay option will be in the spring of the preceding school year and cannot be changed for that school year.

e. ~~The first paycheck of the school year will occur on August 25, except in years when the tenth day of work for teachers is after August 25, then the first paycheck will be on the tenth day of work. Thereafter, paychecks would occur on the 10th and 25th of each month to equal 24 pay dates.~~

**The first paycheck of the school year will be issued on the scheduled semi-monthly pay date in accordance with the Pay Periods and Pay Dates published annual by the District. Pay on the 10<sup>th</sup> of each month includes work days from the 16<sup>th</sup> through the end of the month for the prior month, and pay on the 25<sup>th</sup> includes work days from the 1<sup>st</sup> through the 15<sup>th</sup> of the month of the current month.**

**f. The parties shall meet no later than ~~November 30, 2017~~ February 1, 2018 to establish mutually agreeable procedures to ensure that payroll discrepancies that may occur within the new payroll system are timely addressed.**

All other language of the CBA between the PARTIES not specifically addressed within this AGREEMENT shall remain in full force and effect unless mutually agreed to and ratified by the PARTIES.

Manatee Education Association

School Board of Manatee County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Proposed Agreement**

Between

The School District of Manatee County

And

The Manatee Education Association

**October 19, 2017**

**Appendix "E"**

Health Insurance Plan Design

Health Insurance

The 2017-2018 Health Insurance Benefits will remain the same offering the current Gold, Silver and Bronze plans under the current rate structure. The Tier 1 and Tier 2 Wellness incentives will be removed for the 2018 calendar year benefits.

During the 2018 calendar year the School District will work with all stakeholders to develop a Wellness Program based on strategy and measurable initiatives that can be implemented with the 2019 calendar year benefits.

Manatee Education Association

School Board of Manatee County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Counter Proposal from**  
The School District of Manatee County  
And  
The Manatee Education Association

**Article: XIII TERMINAL PAY**

Section 1 - Terminal Sick Leave Benefit

1. The terminal sick leave benefit shall be provided in a manner consistent with Florida Statutes for all teachers in the bargaining unit as defined by Florida Retirement System (FRS) Rules at the time of the teacher's retirement.

~~2. Under the FRS defined benefit plan, normal retirement is defined as the attainment of age 62 with a minimum of six years of service or obtaining a total of 30 years of service in the FRS regardless of age attained.~~

~~3. Under the FRS defined contribution plan, for terminal pay purposes, normal retirement is defined as the attainment of age 55 with six years of service or obtaining of 25 years of service in the FRS regardless of age.~~

~~4. For terminal pay purposes, early retirement is defined as retirement from the FRS any time earlier than the time specified above, after obtaining six years of service in the FRS.~~

5. 2.If a retiree who has previously received terminal pay benefits returns to active employment, they are not eligible for additional terminal pay benefits.

3. 3.General provisions: Only those sick days earned during employment with Manatee County School Board shall be used to calculate terminal pay benefits.

a. The teacher's average base salary rate over the last five years of employment with the School District of Manatee County will be used to calculate terminal pay benefits.

~~a. For teachers, the order of use for sick days shall be earliest earned will be used first (First In First Out) except for days earned as of June 30, 2011. The days earned as of June 30, 2011, shall be the last sick days used.~~

~~b. For teachers, the daily rate for payment of terminal pay for those days earned as of June 30, 2011, shall be the daily rate at the time of the employees' retirement.~~

~~c. For teachers, the daily rate to be used for terminal pay purpose for those days earned after June 30, 2011, shall be the daily rate as of June 30 for the year the days were earned.~~

Section 2 - Normal Retirement and Early Retirement

1. Benefits Upon Normal or Early Retirement for Sick Leave Days Earned ~~Before July 1, 2011~~: Employees paid under the teacher salary schedules ~~hired before July 1, 2011~~, shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if

they elect to take normal retirement as defined by FRS rules at the time of their retirement. Benefits will be paid in accordance with the following criteria ~~formula for days earned prior to July 1, 2011:~~

- a. From zero (0) year to the completion of the ~~third (3) year~~ 15<sup>th</sup> year of service in Manatee County, the daily rate of pay multiplied by ~~thirty five~~ fifty percent (35%) (50%) times the number of days of sick leave accumulated.
- ~~b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.~~
- ~~c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay multiplied by forty five percent (45%) times the number of days of sick leave accumulated.~~
- ~~d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.~~
- e. b. Beginning year 16 through completion of year 20, 25 the daily rate of pay multiplied by ~~sixty seven~~ fifty percent (60%) (75%) times the number of days of sick leave accumulated.
- ~~f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by seventy five percent (75%) times the number of days of sick leave accumulated.~~
- ~~g. c. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of sick leave accumulated~~

## 2. ~~Benefits Upon Normal Retirement for Sick Leave Days Earned on or After July 1, 2011:~~

~~Benefits payable under normal retirement for sick days accrued on or after July 1, 2011, for employees paid under the teacher salary schedules shall be paid in accordance with the following formula:~~

- ~~a. From zero (0) year to the completion of the third year of service in Manatee County, the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.~~
- ~~b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.~~
- ~~c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay multiplied by thirty percent (30%) times the number of days of sick leave accumulated.~~
- ~~d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by thirty five percent (35%) times the number of days of sick leave accumulated.~~
- e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.

f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by forty five percent (45%) times the number of days of sick leave accumulated.

g. Beginning year 26 and thereafter, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.

### Section 3—Early Retirement

#### 1. Benefits Upon Early Retirement for Sick Leave Days Earned Before July 1, 2011:

Employees paid under the teacher salary schedules shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take early retirement as defined above by FRS rules at the time of their retirement. Benefits will be paid in accordance with the following criteria formula for days earned prior to July 1, 2011:

a. From zero (0) year to the completion of the third (3) year of service in Manatee County, the daily rate of pay multiplied by thirty five percent (35%) times the number of days of sick leave accumulated.

b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.

c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay multiplied by forty five percent (45%) times the number of days of sick leave accumulated.

d. Beginning year eleven (11), and thereafter, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.

#### 2. Benefits Upon Early Retirement for Sick Leave Days Earned on or After July 1, 2011:

Benefits payable upon early retirement for employees paid under the teacher salary schedules shall be paid in accordance with the following formula for sick leave days accrued by all teachers on or after July 1, 2011:

a. From zero (0) year to the completion of the third (3) year of service in Manatee County, the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.

b. Beginning year four (4) to completion of year six (6), the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.

c. Beginning year seven (7) to completion of year ten (10), the daily rate of pay multiplied by thirty percent (30%) times the number of days of sick leave accumulated.

d. Beginning year eleven (11), and thereafter, the daily rate of pay multiplied by thirty five percent (35%) times the number of days of sick leave accumulated.



Manatee Education Association

School Board of Manatee County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

District Proposal

Schedule/ Performance Group	Teachers				Paraprofessionals				TOTAL
	Four Levels (\$1212) FTE of 745	Four Levels + \$2 (\$1220) FTE of 363	Five Levels (\$1,515) FTE of 977	FiveLevels +\$2 (\$1,525) FTE of 287	Move Step 00 to 01	2 Steps for all Eligible (586)	4% Top of Schedule (22)	\$100 One Time Bonus all Eligible (608)	Cost with Benefits @ 16.91% FTE of 2372
Grandfathered- Effective	\$ 902,940								\$ 1,055,627
Eligible Performance- Effective		\$ 442,860							\$ 517,748
Grandfathered- Highly Effective			\$ 1,480,155						\$ 1,730,449
Eligible Performance- HE			\$ -	\$ 437,675					\$ 511,686
Sub Total	\$ 902,940	\$ 442,860	\$ 1,480,155	\$ 437,675					\$ 3,815,510
<b>Additional Salary and Benefit Enhancements</b>									
Teacher Longevity	16+ Years (73)	\$ 900							\$ 65,700
	25+ Years (39)	\$ 2,400							\$ 93,600
New Teacher Incentive		\$ 600							\$ 203,400
Total									\$ 4,178,210
All Step 00 Move to Step 01					\$ 10,637				\$ 12,436
2 Steps all Others Eligible						\$ 447,398			\$ 523,053
Top of Scale - No Levels - 4%							\$ 32,388		\$ 37,865
\$100 for all Eligible								\$ 60,800	\$ 71,081
Sub Total					\$ 10,637	\$ 447,398	\$ 32,388	\$ 60,800	\$ 644,435

MEA Proposal to the District

August 30, 2017

ARTICLE COMPENSTION AND HEALTH INSURANCE

(NEW) SECTION 11 – LONGEVITY

1. Longevity payments will be based on total time of employment with the ~~Manatee County School Board (MCSB)~~ School District of Manatee County (SDMC) in the Instructional Bargaining Unit position. In cases where service is broken, only time as an active duty status employee will be eligible for longevity purposes.
2. The length of service for longevity purposes shall be determined based on years on active duty status as an MCSB-SDMC employee, one day more than half of a normal work year counting as a year of service. Active service is defined to include time of duty plus any time the employee is on paid leave or Workman's Compensation Leave.
3. Beginning with the 2017-18 school year, on July 1, of any given school year each eligible employee will be placed into the appropriate longevity salary grouping as follows:

<u>YEARS OF SERVICE COMPLETED</u>	<u>LONGEVITY SALARY GROUPING</u>	<u>LONGEVITY PAY</u>
<u>AS OF JUNE 30</u>	<u>AS OF JULY 1</u>	<u>Additional-Annually</u>
16	16+ YEARS	\$2,100.00
25	25+ YEARS	\$3,600.00

4. Longevity payments will be considered as a salary supplement for the purposes of the Florida Retirement System.
5. ~~Longevity payments will be divided by 24 and added to each paycheck effective with the 201-18 school year. Longevity payments will be equally spread across the number of pay periods in the contract year.~~
6. The Longevity Supplement is in addition to any advancements in level or adjustments on the salary schedule.
7. The amount of the Longevity Supplement and salary groupings are subject to negotiations each year. However, employees that received the supplement in prior years shall continue to receive the Longevity Supplement so long as those employees continue to be employees of MCSB-SDMC.

Retyped by Rebecca Roberts for editing purposes

2017-18  
From Management  
1/1/17



10/19/11

### District Proposal

	Paraprofessionals				TOTAL
All Step 00 Move to Step 01	\$ 10,637				\$ 12,436
2 Steps all Others Eligible		\$ 447,398			\$ 523,053
Top of Scale - No Levels - 4%			\$ 32,388		\$ 37,865
\$100 for all Eligible				\$ 60,800	\$ 71,081
Sub Total	\$ 10,637	\$ 447,398	\$ 32,388	\$ 60,800	\$ 644,435