

1 **MEA proposes the following modifications in negotiations. MEA reserves the right to make**
2 **additional proposals in future negotiations.**

3

4

5

6 **TEACHER BARGAINING UNIT**

7

8 **ARTICLE II - DEFINITIONS**

9

10 **Section 3 - Teacher(s)**

11

12 For purposes of this Agreement, the term "teacher" shall mean those persons in the appropriate
13 unit **who work twenty (20) hours or more per week in a regularly established position.**

14

15

1 **ARTICLE V – WORKING CONDITIONS**

2 **Section 11 – Highly Qualified (HQ) Teachers: All teachers must be certified and HQ in**
3 **his/her assigned subject area by deadlines established by state and/or federal law.**

4 **Teachers out of compliance will be given the following district-level assistance:**

5 • **Notification in writing of requirements, expectations, timelines for completion,**
6 **available assistance and consequences which will include denial of PSC and possible**
7 **termination.**

8 • **Opportunities to attend training**

9 • **Opportunities for certification test tutoring**

10 • **Teachers transferred to out of area position by administration may have test fee**
11 **paid by district one time only.**

12

13 a. **The timelines for teachers transferred or reassigned involuntarily to positions for**
14 **which they are not HQ will be as follows:**

15

16 1. **Teachers who are involuntarily transferred or reassigned to positions for which**
17 **they are not HQ after the ten (10) day count will have until the first day of the**
18 **following school year to become HQ.**

19 2. **Teachers who are involuntarily transferred or reassigned to positions for which**
20 **they are not HQ during the Spring for the following school year will have until**
21 **the end of the first semester of the following school year to become HQ.**

22

23 b. **For those who volunteer to teach in an identified area of need for which they are not**
24 **currently HQ, the timeline shall be as follows:**

25

26 1. **Teachers who are involuntarily transferred or reassigned to positions for which**
27 **they are not HQ after the ten (10) day count will have until the first day of the**
28 **following school year to become HQ.**

29 2. **Teachers who are involuntarily transferred or reassigned to positions for which**
30 **they are not HQ during the Spring for the following school year will have until**
31 **the end of the first semester of the following school year to become HQ.**

32

33 c. **Annual notification by last workday to all bargaining unit members of areas of need**
34 **as well as incentives for becoming highly qualified in the identified area**

35 • **highly-qualified by taking test**

36 • **adding area to certificate**

37 • **district will reimburse cost of test to those who passed test and added it to their**
38 **certificate**

39

40

1 **ARTICLE V – WORKING CONDITIONS**

2 **Section ~~15~~ 16 - Procedures for Teachers not Re-nominated**

3

4 Teachers reappointed for the ensuing school year shall be notified of the reappointment on or
5 before ~~May~~ June 1. Teachers not reappointed for the ensuing school year shall be notified, in
6 writing, on or before ~~May~~ June 1.

7

8

1 **ARTICLE XII- COMPENSATION AND HEALTH INSURANCE**

2

3 **Section 4 - Health Insurance Committee**

4 The parties agree to a Health Insurance Committee, involving representatives appointed by the
5 bargaining agents of employee groups and those designated by the Superintendent for the
6 purpose of continuing to explore ways of containing the cost of health insurance. The committee
7 shall not exceed ~~sixteen (16)~~ **8** members. **Eight (8) members, including the chair, shall be**
8 **appointed by the Superintendent and eight (8) members shall be appointed by the Union.**
9 ~~Each bargaining unit will have a minimum of two members on the committee.~~ The health
10 insurance committee shall recommend changes to the health plan to include wellness benefits,
11 physical examinations and yearly gynecological checkups including appropriate tests such as
12 PSA's, Pap smears, and an Employee Assistance Program, at no or reasonable costs to
13 employees.

14 A RFP (Request for Proposals) may be developed by the Insurance Committee to be issued in the
15 early spring of any given year with the intent to permit a change in insurance carriers during the
16 ensuing school year, if such a change is beneficial to the Board and its employees

17

1 **ARTICLE XII- COMPENSATION AND HEALTH INSURANCE**

2 **Section 6 - Codification of Salary Guidelines and Fringe Benefits**

3 **Subdivision 2. Advancement on the Salary Schedule:** ~~If applicable, One~~ (1) year
4 advancement on the Salary Schedule shall be based upon ninety-nine (99) or more days
5 employment, including paid holidays, within the district during a school year.~~The method of~~
6 ~~advancement to succeeding levels after the 2010-2011 school year shall be determined through~~
7 ~~negotiations. There shall be no presumption of status quo with respect to advancement to a~~
8 ~~different level on the salary schedule.~~

9

1 **ARTICLE XII- COMPENSATION AND HEALTH INSURANCE**

2 **Section 10 - Family Status Changes**

3 Family Status Changes means a difference in family circumstances based on those events
4 defined within Section 125 of the Internal Revenue Code. **Changes to pre-tax benefit elections**
5 **requested outside of the annual enrollment period may only be made under limited**
6 **circumstances, as provided by established IRS 125 rules.**

7 ~~If the application is made more than 31 days after the date the person is eligible, the person will~~
8 ~~have to prove to the satisfaction of the Plan Sponsor that he or she is in good health, except if~~
9 ~~enrollment is due to a Family Status Change as defined in Section 125 of the Internal Revenue~~
10 ~~Code. The Plan Sponsor will require proof of a spouse's previous coverage, if there has been "a~~
11 ~~significant change in the family's health coverage attributable to the spouse's employment."~~
12 ~~Application must be made within 31 days of the family status change. The coverage will take~~
13 ~~effect on the first day of the next month following the date the Plan Sponsor approves this~~
14 ~~change.~~

15 The **A sample of some of the** approved list of Family Status Changes are:

- 16 • A significant change in my family's health coverage attributable to my spouse's
- 17 employment.
- 18 • Marriage
- 19 • Divorce
- 20 • Birth or Adoption
- 21 • Death of my spouse and or dependent
- 22 • Termination or commencement of employment by my spouse
- 23 • ~~Switching from~~ **A switch between** part time to full time (or vice-versa) employment on
- 24 the part of me or my spouse
- 25 • **Commencement of, or return from, an unpaid leave of absence on the part of the**
- 26 **employee or spouse.**
- 27 • ~~My spouse or I have taken an unpaid leave of absence~~

28

29

1 **ARTICLE XIII-TERMINAL PAY**

2
3 **Section 1 - Early Retirement Terminal Sick Leave Benefit**

4
5 **1. Benefits Upon Early Retirement: Each full time employee of the bargaining unit shall**
6 **be eligible for terminal pay at early retirement if the employee is eligible for retirement**
7 **benefits at the time of separation, and has applied for retirement in accordance with the**
8 **following formula:**

9
10 a. **During the first three (3) years of service in Manatee County, the daily rate of pay**
11 **multiplied by 35 percent time the number of days of sick leave accumulated in**
12 **Manatee County.**

13
14 b. **During the next three (3) years of service in Manatee County, the daily rate of pay**
15 **multiplied by 40 percent time the number of days of sick leave accumulated in**
16 **Manatee County.**

17
18 c. **During the next three (3) years of service in Manatee County, the daily rate of pay**
19 **multiplies by 45 percent times the number of days of sick leave accumulated in**
20 **Manatee County.**

21
22 d. **During and after the tenth (10th) year of service in Manatee County, the daily rate**
23 **of pay multiplied by 50 percent times the number of days sick leave accumulated in**
24 **Manatee County.**

25
26 e. **No teacher shall take a reduction in benefits over the administrative practice which**
27 **was in effect prior to implementation of this provision.**

28
29 f. **Early retirement is defined as retirement in which the employee is eligible to receive**
30 **and has applied for retirement benefits from the Florida Retirement System, but**
31 **does not meet the requirements for normal retirement.**

32 ~~1. The terminal sick leave benefit shall be provided in a manner consistent with Florida~~
33 ~~Statutes for all teachers in the bargaining unit.~~

34 ~~2. Under the FRS defined benefit plan, normal retirement is defined as the attainment of age~~
35 ~~62 with a minimum of six years of service or obtaining a total of 30 years of service in~~
36 ~~the FRS regardless of age attained.~~

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

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

42 ~~5. If a retiree who has previously received terminal pay benefits returns to active~~

1 ~~employment, they are not eligible for additional terminal pay benefits.~~

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

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

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

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

12
13
14 **Section 2 - Normal Retirement**

15
16 ~~1. **1. Benefits Upon Normal Retirement for Sick Leave Days Earned Before July 1, 2011:**~~

17 ~~**Each full time employee of the bargaining unit shall be eligible for terminal pay at**~~
18 ~~**normal retirement if the employee is eligible for normal retirement benefits at the time**~~
19 ~~**of separation, and has applied for retirement in accordance with the following formula:**~~

20 ~~Employees paid under the teacher salary schedules hired before July 1, 2011, shall be eligible for~~
21 ~~terminal sick pay benefits at the time of their retirement from Manatee County School Board, if~~
22 ~~they elect to take normal retirement as defined above. Benefits will be paid in accordance with~~
23 ~~the following formula for days earned prior to July 1, 2011:~~

24 a. ~~**During the first three (3) years of service in Manatee County, the daily rate of pay**~~
25 ~~**multiplied by 35 percent time the number of days of sick leave accumulated in**~~
26 ~~**Manatee County.**~~

27
28 b. ~~**During the next three (3) years of service in Manatee County, the daily rate of pay**~~
29 ~~**multiplied by 40 percent time the number days of sick leave accumulated in**~~
30 ~~**Manatee County.**~~

31
32 c. ~~**During the next three (3) years of service to the date upon which credit is received**~~
33 ~~**for the 10th year of service in Manatee County, the daily rate of pay multiplied by**~~
34 ~~**45 percent times the number of day of sick leave accumulated in Manatee County.**~~

35
36 d. ~~**Upon receiving credit for the 10th year of service and to the date on which the**~~
37 ~~**teacher receives credit for the 15th year of service in Manatee County, the daily**~~
38 ~~**rate of pay multiplied by 50 percent time the number of days of sick leave**~~
39 ~~**accumulated in Manatee County.**~~

40
41 e. ~~**Upon receiving credit for the 15th year of service and to the date on which the**~~
42 ~~**teacher receives credit for the 20th year of service in Manatee County, the daily**~~
43 ~~**rate of pay multiplied by 60 percent times the number days of sick leave**~~
44 ~~**accumulated in Manatee County.**~~

- 1 f. Upon receiving credit for the 20th year of service and to the date on which the
2 teacher receives credit for the 25th year of service in Manatee County, the daily
3 rate of pay multiplied by 75 percent times the number of days of sick leave
4 accumulated in Manatee County.
5
- 6 g. Upon receiving credit for the 25th year of service in Manatee County and
7 thereafter, the daily rate of pay multiplied by 100 percent times the number of days
8 of sick leave accumulate in Manatee County.
9
- 10 h. If service is terminated by death, payment shall be made to the employee's
11 beneficiary according to the formula in "B", regardless of the employee's
12 retirement status.
13
- 14 i. "Normal retirement" shall be defined as: (1) having 10 years of creditable service in
15 the Florida Retirement System and being 62 years of age, or (2) having 30 years of
16 creditable service in the Florida Retirement System.
17

- 18 ~~a. From zero (0) year to the completion of the third (3) year of service in Manatee County,~~
19 ~~the daily rate of pay multiplied by thirty five percent (35%) times the number of days of~~
20 ~~sick leave accumulated.~~
21 ~~b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~
22 ~~by forty percent (40%) times the number of days of sick leave accumulated.~~
23 ~~c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay~~
24 ~~multiplied by forty five percent (45%) times the number of days of sick leave~~
25 ~~accumulated.~~
26 ~~d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty~~
27 ~~percent (50%) times the number of days of sick leave accumulated.~~
28 ~~e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by~~
29 ~~sixty percent (60%) times the number of days of sick leave accumulated.~~
30 ~~f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by~~
31 ~~seventy five percent (75%) times the number of days of sick leave accumulated.~~
32 ~~g. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent~~
33 ~~(100%) times the number of days of sick leave accumulated.~~
34

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

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

- 39 ~~a. From zero (0) year to the completion of the third year of service in Manatee County, the~~
40 ~~daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave~~
41 ~~accumulated.~~
42 ~~b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~
43 ~~by zero percent (0%) times the number of days of sick leave accumulated.~~
44 ~~c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay~~
45 ~~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. Benefits will be paid in accordance with the following 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.~~

1 **Section ~~3~~ ~~4~~– Death Benefit**

2 If service is terminated by death, payment shall be made to the employee’s beneficiary in the
3 manner outlined in the provisions for normal retirement regardless of the employee’s status.

4 **Section ~~4~~ ~~5~~– Requirements and Limitations**

5 Notwithstanding the above prescribed requirements and limitations, no teacher shall receive
6 terminal pay or accumulate sick leave in excess of the limits prescribed in Florida Statutes.

7 **Section ~~5~~ ~~6~~– General Provisions**

8

9 1. Use of Accumulated Leave from Other Florida Retirement System Employers:

10

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

14

15 a. Determine the number of days accrued from another Florida Retirement System
16 employer.

17

18 b. Subtract one-half (1/2) of the sick leave used during the time of employment.

19

20 c. If the total is 0 or less, then all of the ending sick leave days are eligible for Terminal
21 Sick Leave pay.

22

23 d. If the total is greater than 0, subtract this total from the ending sick leave balance to
24 arrive at a revised number of sick leave days that are eligible for Terminal Sick Leave
25 pay.

26

27 2. A year of service in Manatee County is defined as 1/2 the number of workdays in a year plus
28 1.

29 3. Full time Employee: An employee in a regularly established position of 20 hours or more per
30 week.

31

32

33

34

1 **APPENDIX "A"**

2 **As Amended 6-10-2011 [INSERT DATE]**

3 **INSTRUCTIONAL SALARY SCHEDULES**

4 Placement on the Teacher's Salary Schedule is determined by public school teaching experience. A
5 teacher will be given credit for all public school teaching experience, provided the experience was
6 earned in the United States and provided the teacher was properly certified at the time the
7 experience was earned. A new salary schedule will be in effect as of the beginning of the fiscal year
8 for 2009-2010. The salary schedule will include two lanes, one for annual contract and one for PSC
9 (Professional Services Contract) for each degree level. All employees whose start date is after July
10 1, 2009, will be placed on the appropriate step on the AC salary schedule.

11 One year advancement on the salary schedule shall be based upon 99 or more days employment,
12 including paid holidays, within the school district during a school year. ~~The method of advancement~~
13 ~~to succeeding levels after the 2010-2011 school year shall be determined through negotiation. There~~
14 ~~is no presumption of status quo with respect to advancement to a different level on the salary~~
15 ~~schedule.~~

16 Vocational Teachers initially employed by the District after February 15, 2002 who are locally
17 certified shall be granted full credit on the salary schedule for all previous work experience that is
18 related to the assignment and/or area of certification of the employee. Such experience must be
19 properly documented and submitted to the district for verification.

20 Teachers in the Deferred Retirement Option Program (DROP) who are approved for participation in
21 the extended DROP program by the Superintendent of Schools shall be continued in the DROP
22 program on an annual contract basis. The annual contract basis for renewal shall refer to the
23 contractual status only and shall not effect the salary schedule placement of the teacher.

24

25

1 **PARAPROFESSIONAL BARGAINING UNIT**

2

3 **ARTICLE II - DEFINITIONS**

4

5 **Section 3 - Employee(s):** For the purposes of this Agreement, the term "Employee(s)" shall
6 mean those persons **working 20 or more hours per week in a regularly established position**
7 in the appropriate unit.

8

9

1 **ARTICLE V - EMPLOYEE CONDITIONS**

2

3 **Section 6 - Notification of Reappointment:**

4

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

8

9

1 **ARTICLE XI - COMPENSATION AND HEALTH INSURANCE**

2
3 **Section 3 - Health Insurance Committee**

4
5 The parties agree to a Health Insurance Committee, involving representatives appointed by the
6 bargaining agents of employee groups and those designated by the Superintendent for the
7 purpose of continuing to explore ways of containing the cost of health insurance. The committee
8 shall not exceed 8 16 members, eight of whom will be appointed by the Superintendent,
9 including the chair, and eight members appointed by the District's unions. The Health
10 Insurance Committee (HIC) shall have the authority to make recommendations to the
11 negotiating team regarding health insurance issues and propose language. ~~Each bargaining~~
12 ~~unit will have a minimum of two members on the committee. The health insurance committee~~
13 ~~shall recommend changes to the health plan to include wellness benefits, physical examinations~~
14 ~~and yearly Gyn checkups including appropriate tests such as PSA's and Pap smears at no or~~
15 ~~reasonable costs to employees.~~
16

17 A summary of the health insurance plan designs and their associated premiums for the
18 2011 plan year are located in Appendix C.

19
20 **Section 5 - Placement on the Salary Schedule**

21 **Definition of Creditable Experience:** ~~If applicable,~~ One year of creditable experience shall
22 be awarded based upon the employee working at least one day more than half of the work year
23 required by the position in which the prior experience was gained. ~~The method of advancement~~
24 ~~to succeeding levels after the 2010-2011 school year shall be determined through negotiations.~~
25 ~~There shall be no presumption of status quo with respect to advancement to a different level on~~
26 ~~the salary schedule.~~

27
28 **Section 12 - Family Status Changes**

29
30 Family Status Changes means a difference in family circumstances based on those events
31 defined within Section 125 of the Internal Revenue Code. Changes to pre-tax benefit elections
32 requested outside of the annual enrollment period may only be made under limited
33 circumstances, as provided by established IRS Section 125 rules.
34

35 ~~If the application is made more than 31 days after the date the person is eligible, the person will~~
36 ~~have to prove to the satisfaction of the Plan Sponsor that he or she is in good health, except if~~
37 ~~enrollment is due to a Family Status Change as defined in Section 125 of the Internal Revenue~~
38 ~~Code. The Plan Sponsor will require proof of a spouse's previous coverage, if there has been "a~~
39 ~~significant change in the family's health coverage attributable to the spouse's employment."~~
40 ~~Application must be made within 31 days of the family status change. The coverage will take~~

1 ~~effect on the first day of the next month following the date the Plan Sponsor approves this~~
2 ~~change.~~

3
4 The **A sample of some of the** approved list of Family Status Changes are:
5

- 6 • A significant change in my family's health coverage attributable to my spouse's
7 employment.
- 8 • Marriage
- 9 • Divorce
- 10 • Birth or Adoption.
- 11 • Death of my spouse and or dependent.
- 12 • Termination or commencement of employment by my spouse.
- 13 • ~~Switching from~~ **A switch between** part time to full time (or vice-versa) employment on the
14 part of me or my spouse.
- 15 • ~~My spouse or I have taken an unpaid leave of absence~~ **Commencement or return from**
16 **an unpaid leave of absence on the part of the employee or spouse.**
17

18 ~~Employees who have had a significant change in their family's health insurance coverage since~~
19 ~~August, 1991 and were ineligible to be covered by the health plan without proof of insurability at~~
20 ~~the time of the change shall be eligible to be covered without proof of good health by providing~~
21 ~~proof to the Plan Sponsor of the significant change prior to December 16, 1994.~~
22

1 **ARTICLE XVIII - TERMINAL PAY**

2
3 **Section 1 - Early Retirement Terminal Sick Leave Benefit**

4
5 **2. Benefits Upon Early Retirement: Each full time employee of the bargaining unit shall**
6 **be eligible for terminal pay at early retirement if the employee is eligible for retirement**
7 **benefits at the time of separation, and has applied for retirement in accordance with the**
8 **following formula:**

9
10 a. **During the first three (3) years of service in Manatee County, the daily rate of pay**
11 **multiplied by 35 percent time the number of days of sick leave accumulated in**
12 **Manatee County.**

13
14 b. **During the next three (3) years of service in Manatee County, the daily rate of pay**
15 **multiplied by 40 percent time the number of days of sick leave accumulated in**
16 **Manatee County.**

17
18 c. **During the next three (3) years of service in Manatee County, the daily rate of pay**
19 **multiplies by 45 percent times the number of days of sick leave accumulated in**
20 **Manatee County.**

21
22 d. **During and after the tenth (10th) year of service in Manatee County, the daily rate**
23 **of pay multiplied by 50 percent times the number of days sick leave accumulated in**
24 **Manatee County.**

25
26 e. **No teacher shall take a reduction in benefits over the administrative practice which**
27 **was in effect prior to implementation of this provision.**

28
29 f. **Early retirement is defined as retirement in which the employee is eligible to receive**
30 **and has applied for retirement benefits from the Florida Retirement System, but**
31 **does not meet the requirements for normal retirement.**

32 ~~7. The terminal sick leave benefit shall be provided in a manner consistent with Florida~~
33 ~~Statutes for all teachers in the bargaining unit.~~

34 ~~8. Under the FRS defined benefit plan, normal retirement is defined as the attainment of age~~
35 ~~62 with a minimum of six years of service or obtaining a total of 30 years of service in~~
36 ~~the FRS regardless of age attained.~~

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

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

- 1 ~~11. If a retiree who has previously received terminal pay benefits returns to active~~
2 ~~employment, they are not eligible for additional terminal pay benefits.~~
3 ~~12. General provisions: Only those sick days earned during employment with~~
4 ~~Manatee County School Board shall be used to calculate terminal pay benefits.~~
5 ~~a. For teachers, the order of use for sick days shall be earliest earned will be used first~~
6 ~~(First In First Out) except for days earned as of June 30, 2011. The days earned as of~~
7 ~~June 30, 2011, shall be the last sick days used.~~
8 ~~b. For teachers, the daily rate for payment of terminal pay for those days earned as of~~
9 ~~June 30, 2011, shall be the daily rate at the time of the employees' retirement.~~
10 ~~c. For teachers, the daily rate to be used for terminal pay purpose for those days earned~~
11 ~~after June 30, 2011, shall be the daily rate as of June 30 for the year the days were~~
12 ~~earned.~~

13
14
15 **Section 2 - Normal Retirement**

- 16
17 ~~4. **1. Benefits Upon Normal Retirement for Sick Leave Days Earned Before July 1, 2011:**~~
18 ~~**Each full time employee of the bargaining unit shall be eligible for terminal pay at**~~
19 ~~**normal retirement if the employee is eligible for normal retirement benefits at the time**~~
20 ~~**of separation, and has applied for retirement in accordance with the following formula:**~~
21 ~~Employees paid under the teacher salary schedules hired before July 1, 2011, shall be eligible for~~
22 ~~terminal sick pay benefits at the time of their retirement from Manatee County School Board, if~~
23 ~~they elect to take normal retirement as defined above. Benefits will be paid in accordance with~~
24 ~~the following formula for days earned prior to July 1, 2011:~~
- 25 a. ~~**During the first three (3) years of service in Manatee County, the daily rate of pay**~~
26 ~~**multiplied by 35 percent time the number of days of sick leave accumulated in**~~
27 ~~**Manatee County.**~~
28
- 29 b. ~~**During the next three (3) years of service in Manatee County, the daily rate of pay**~~
30 ~~**multiplied by 40 percent time the number days of sick leave accumulated in**~~
31 ~~**Manatee County.**~~
32
- 33 c. ~~**During the next three (3) years of service to the date upon which credit is received**~~
34 ~~**for the 10th year of service in Manatee County, the daily rate of pay multiplied by**~~
35 ~~**45 percent times the number of day of sick leave accumulated in Manatee County.**~~
36
- 37 d. ~~**Upon receiving credit for the 10th year of service and to the date on which the**~~
38 ~~**teacher receives credit for the 15th year of service in Manatee County, the daily**~~
39 ~~**rate of pay multiplied by 50 percent time the number of days of sick leave**~~
40 ~~**accumulated in Manatee County.**~~
41
- 42 e. ~~**Upon receiving credit for the 15th year of service and to the date on which the**~~
43 ~~**teacher receives credit for the 20th year of service in Manatee County, the daily**~~
44 ~~**rate of pay multiplied by 60 percent times the number days of sick leave**~~
45 ~~**accumulated in Manatee County.**~~

- 1
- 2 f. Upon receiving credit for the 20th year of service and to the date on which the
3 teacher receives credit for the 25th year of service in Manatee County, the daily
4 rate of pay multiplied by 75 percent times the number of days of sick leave
5 accumulated in Manatee County.
6
- 7 g. Upon receiving credit for the 25th year of service in Manatee County and
8 thereafter, the daily rate of pay multiplied by 100 percent times the number of days
9 of sick leave accumulate in Manatee County.
10
- 11 h. If service is terminated by death, payment shall be made to the employee's
12 beneficiary according to the formula in "B", regardless of the employee's
13 retirement status.
14
- 15 i. "Normal retirement" shall be defined as: (1) having 10 years of creditable service in
16 the Florida Retirement System and being 62 years of age, or (2) having 30 years of
17 creditable service in the Florida Retirement System.
18

- 19 ~~h. From zero (0) year to the completion of the third (3) year of service in Manatee County,~~
20 ~~the daily rate of pay multiplied by thirty five percent (35%) times the number of days of~~
21 ~~sick leave accumulated.~~
- 22 ~~i. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~
23 ~~by forty percent (40%) times the number of days of sick leave accumulated.~~
- 24 ~~j. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay~~
25 ~~multiplied by forty five percent (45%) times the number of days of sick leave~~
26 ~~accumulated.~~
- 27 ~~k. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty~~
28 ~~percent (50%) times the number of days of sick leave accumulated.~~
- 29 ~~l. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by~~
30 ~~sixty percent (60%) times the number of days of sick leave accumulated.~~
- 31 ~~m. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by~~
32 ~~seventy five percent (75%) times the number of days of sick leave accumulated.~~
- 33 ~~n. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent~~
34 ~~(100%) times the number of days of sick leave accumulated.~~

35

36 **2. Benefits Upon Normal Retirement for Sick Leave Days Earned on/or After July 1, 2011:**

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

- 40 ~~h. From zero (0) year to the completion of the third year of service in Manatee County, the~~
41 ~~daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave~~
42 ~~accumulated.~~
- 43 ~~i. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~
44 ~~by zero percent (0%) times the number of days of sick leave accumulated.~~

- ~~j. 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.~~
- ~~k. 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.~~
- ~~l. 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.~~
- ~~m. 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.~~
- ~~n. 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. Benefits will be paid in accordance with the following formula for days earned prior to July 1, 2011:~~

- ~~e. 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.~~
- ~~f. 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.~~
- ~~g. 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.~~
- ~~h. 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:~~

- ~~e. 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.~~
- ~~f. 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.~~
- ~~g. 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.~~

1 ~~h. Beginning year eleven (11), and thereafter, the daily rate of pay multiplied by thirty-five~~
2 ~~percent (35%) times the number of days of sick leave accumulated.~~
3

4 **Section ~~3~~ 4– Death Benefit**

5 If service is terminated by death, payment shall be made to the employee’s beneficiary in the
6 manner outlined in the provisions for normal retirement regardless of the employee’s status.

7 **Section ~~4~~ 5– Requirements and Limitations**

8 Notwithstanding the above prescribed requirements and limitations, no teacher shall receive
9 terminal pay or accumulate sick leave in excess of the limits prescribed in Florida Statutes.

10 **Section ~~5~~ 6– General Provisions**
11

12 2. Use of Accumulated Leave from Other Florida Retirement System Employers:
13

14 Only Manatee County School Board accumulated sick leave shall be used to calculate terminal
15 pay benefits. However, when calculating the number of Manatee County accumulated days
16 remaining upon retirement, the following formula shall be used:
17

- 18 e. Determine the number of days accrued from another Florida Retirement System
19 employer.
- 20
- 21 f. Subtract one-half (1/2) of the sick leave used during the time of employment.
22
- 23 g. If the total is 0 or less, then all of the ending sick leave days are eligible for Terminal
24 Sick Leave pay.
- 25
- 26 h. If the total is greater than 0, subtract this total from the ending sick leave balance to
27 arrive at a revised number of sick leave days that are eligible for Terminal Sick Leave
28 pay.
29

- 30 **5.** A year of service in Manatee County is defined as 1/2 the number of workdays in a year plus
31 1.
- 32 **6.** Full time Employee: An employee in a regularly established position of 20 hours or more per
33 week.
34
35

