

**District School Board of Indian River County
Legislative Impasse Hearing
School District of Indian River County, Florida, and Communication
Workers of America (CWA)**

**AGENDA
December 4, 2012 at 12:00 noon**

It is hereby advised that if a person decided to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

- I. Call to order - Chairman Johnson
- II. Purpose of the Legislative Hearing – Chairman Johnson

Introduction

This is a public hearing conducted by The School Board of Indian River County, Florida (“School Board”) pursuant to §447.403, Florida Statutes, to resolve an impasse in negotiations between the Superintendent of the School District of Indian River County, Florida, (“Superintendent”) and the Communication Workers of America, Local 3180 (“CWA”) involving unresolved issues for the 2010-2011 fiscal year of the 2009-2012 Collective Bargaining Agreement.

The Superintendent declared impasse and invoked the statutory impasse procedures set forth in Chapter 447, Florida Statutes. The parties proceeded to a hearing with a Special Magistrate, and the Special Magistrate issued a Report and Recommendation dated October 28, 2012. The Superintendent rejected the Report and Recommendation of the Special Magistrate by Notice dated November 14, 2012, necessitating this public hearing.

Pursuant to §447.403(4), Florida Statutes, and communication to the parties dated November 15, 2012, the Superintendent has submitted to the School Board her recommendations for settling the impasse issues. CWA did not submit any written recommendations for settling the impasse issues. This hearing is now required pursuant to §447.403(4)(c), Florida Statutes, in order that each party is afforded the opportunity to explain their positions to the

School Board with respect to the impasse issues.

This proceeding is open to the public to observe, but it is a labor proceeding with specific statutory requirements and only the two parties, the Superintendent and CWA, will make a presentation to the School Board.

Each party will be afforded 1 hour to present their positions on the disputed impasse issues. In order to allow each party to fully make their presentations, School Board Members will hold any questions until the end of each party's presentation. The Superintendent will be called upon first and CWA will be called upon next. Upon the conclusion of the presentations by both parties, the School Board will have an opportunity to ask any final questions, deliberate, and then vote on resolution of the impasse issues.

- III. Presentation by Superintendent – Dr. Adams
- IV. Presentation by CWA – Mr. Davis
- V. School Board Deliberation – Chairman Johnson
- VI. School Board Vote – Chairman Johnson
- VII. Adjournment – Chairman Johnson

Anyone who needs a special accommodation for this meeting may contact the School District's American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of meeting. NOTE: The meeting will not be televised. The agenda can be accessed by Internet at http://www.indianriverschools.org

LAW OFFICES
ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

CORAL GABLES / MIAMI OFFICE
121 MAJORCA AVE
SUITE 300
CORAL GABLES, FL 33134-4508
305-445-7801
FACSIMILE 305-442-1578

JACKSONVILLE OFFICE
800 WEST MONROE STREET
SUITE 100
JACKSONVILLE, FL 32202
904-562-4480
FACSIMILE 904-562-4499

ORLANDO OFFICE
1477 WEST FAIRBANKS AVE
SUITE 100
WINTER PARK, FL 32789-7113
407-571-2152
FACSIMILE 407-571-1496

TALLAHASSEE OFFICE
906 NORTH MONROE STREET
SUITE 100
TALLAHASSEE, FL 32303-6143
850-561-3503
FACSIMILE 850-561-0332

TAMPA OFFICE
324 SOUTH HYDE PARK AVE
HYDE PARK PLAZA, SUITE 225
TAMPA, FL 33606-4127
813-251-1210
FACSIMILE 813-253-2006

REPLY TO: Winter Park

November 20, 2012

<http://twitter.com/anblaw>

Suzanne D'Agresta, Esquire
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
P. O. Box 2873
Orlando, FL 32802-2873

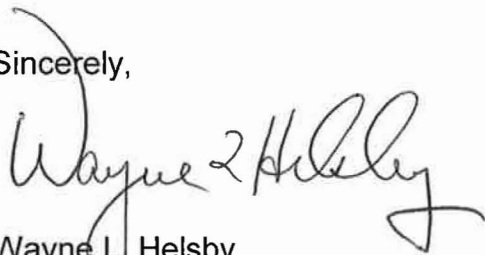
Re: School District of Indian River County v. Communications Workers of
America
SM- 2011-117; Our File No. 4(O)

Dear Ms. D'Agresta:

In accordance with Section 447.403 (4)(a), Florida Statutes, and your letter dated November 15, 2012, the Superintendent hereby submits a copy of the Recommended Decision of the Special Magistrate in this matter (Attachment 1), and the Superintendent's recommendations for settling the disputed impasse issue (Attachment 2). A copy of this letter and attachments is being provided to the CWA.

Thank you for your attention to this matter.

Sincerely,



Wayne L. Helsby

cc: Dr. Fran Adams

**STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION**

IN THE MATTER OF IMPASSE

BETWEEN

SCHOOL DISTRICT OF
INDIAN RIVER COUNTY,
PUBLIC EMPLOYER

PERC Case No.: SM-2011-117
Date of appointment: 1/10/12
Date of Hearing: 10/4/12
Employer's brief received:
10/18/12
Date of Report: 10/28/12

And

COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 3180,
AFL-CIO
EMPLOYEE ORGANIZATION

**REPORT AND RECOMMENDATIONS OF STANLEY H. SERGENT,
SPECIAL MAGISTRATE, ISSUED PURSUANT TO FLORIDA
STATUTES, CHAPTER 447, AS AMENDED**

APPEARANCES

FOR THE EMPLOYER:

Wayne L. Helsby, Esq.
Allen, Norton & Blue
1477 W. Fairbanks Ave., Suite 100
Winter Park, FL 32789-7113

STANLEY H. SERGENT
ATTORNEY • ARBITRATOR

FOR THE UNION:

Gary McCallister
CWA Representative
Communications Workers of America,
AFL-CIO
4901 NW 17 Way, Suite 100A
Fort Lauderdale, FL 33309-3770

IN THE MATTER OF IMPASSE BETWEEN

SCHOOL DISTRICT OF INDIAN
RIVER COUNTY,
PUBLIC EMPLOYER

PERC Case No.: SM-2011-117

And

COMMUNICATIONS WORKERS OF
AMERICA, LCOAL 3180, AFL-CIO,
EMPLOYEE ORGANIZATION

I. INTRODUCTION AND PROCEDURAL HISTORY

The School District of Indian River County (School Board or District) and the Communications Workers of America, Local 3180 (Union) have had a bargaining relationship for many years. The Union is the exclusive bargaining agent for members of a bargaining unit composed of both blue collar and white collar employees. In the present case, the Special magistrate has been called upon to conduct a hearing and make a recommendation regarding a dispute that has arisen between the parties over cost sharing for employee health insurance benefits.

The events leading up to this impasse proceeding are accurately summarized in the School Board's Response to Motion to Discharge – SM-2011-117 and Cancel hearing that was scheduled for October 4, 2012. It reads as follows:

1. The School Board declared impasse in negotiations on or about December 9, 2011 when the parties were unable to reach an agreement on a health insurance re-opener for the 2010-2011

fiscal year of the 2009-2012 Collective Bargaining Agreement between the School Board and the Union.

2. The Commission appointed the undersigned as Special Magistrate and a hearing was scheduled for April 13, 2012.
3. On or about April 12, 2012, the Union accepted the School Board's proposal and the parties cancelled the Special Magistrate Hearing. The Union then conducted a ratification vote on or about May 31, 2012 at which the tentative agreement between the parties was rejected.
4. The School Board and the Union returned to the bargaining table and engaged in collective bargaining negotiations on or about June 5, 2012.
5. During those negotiations, the School Board declared an impasse in negotiations. Specifically, lead negotiator Denise Roberts stated several times that the parties were at impasse. Specifically, Ms. Roberts stated as follows:
 - a. "Our proposal is what our proposal was, and we are still at impasse.
 - b. "We're still at impasse and we'll move forward with that at this time."
 - c. "We have called the Special Magistrate and we're setting up a date to continue with this."
 - d. "We are back at the impasse."
6. Additionally, Union representative and lead negotiator Gary McCallister confirmed that the School Board had declared impasse, stating, "[The School Board is saying] 'Here's our impasse proposal, we're not budging, and we're gonna declare impasse,' and you're doing it again." McCallister continued, "You just tried to do what you had to do so you could declare impasse and now you're doing the same thing."
7. Because the parties were again at impasse, the School Board sent an e-mail to the undersigned, who had previously been appointed as Special Magistrate for a hearing concerning the same issues that were currently at impasse, on June 5, 2012, inquiring as to his availability to schedule an impasse hearing. McCallister was copied on the June 5, 2012 e-mail, and neither he, nor the Union raised an objection to the School Board's inquiry.

8. Meanwhile, the School Board and the Union were also in negotiations over the re-opener for the 2011-2012 fiscal year. The School Board declared impasse in these negotiations and notified the Commission on June 8, 2012 of that impasse, requesting that the Commission appoint Stanley Sergent as the Special Magistrate. The letter stated as follows:

The purpose of this letter is to provide notice to the Public Employees Relations Commission ("PERC"), pursuant to Florida Statute 447.403, that on June 5, 2012, the School District of Indian River County, Florida ("the District") declared impasse with the Classified Workers of America¹ for the 2011-12 contract year. The parties will require the appointment of a Special Magistrate to make a recommendation on the impasse issues; however, please be advised that back on December 1, 2011, the District notified PERC that the District and the CWA had reached an impasse for the 2010-11 contract year on the issue of health insurance, and through the process of striking Special Magistrate names provided by PERC, Stanley Sergent was appointed as the Special Magistrate over that dispute (SM-2011-117). For various reasons, the hearing has yet to be conducted and is currently being scheduled for some time this coming September. The District would therefore request that PERC assign Mr. Sergent to also serve as the Special Magistrate for the 2011-12 impasse matter. If this is acceptable, the District will notify Mr. Sergent and request that he hear both matters at the upcoming hearing.

The Union was copied on the letter and never objected to the School Board's notification to the Commission that an impasse hearing on the issue of health insurance for the 2010-2011 contract year was being scheduled.

9. On June 14, 2012, the School Board sent another e-mail to the undersigned confirming his availability for a hearing on October 4, 2012. McCallister was copied on the June 14, 2012 e-mail, and neither he, nor the Union raised an objection to the School Board's confirmation.
10. On June 16, 2012, the undersigned confirmed his availability by e-mail and copied McCallister, who again raised no objection.

¹ The School Board later sent a letter clarifying its scrivener's error to mean the Communications Workers of America.

11. On June 18, 2012, the School Board sent a letter to the undersigned that a hearing in the Matter of Impasse between the School Board and the Union was scheduled for October 4, 2012. Again, McCallister was copied, and again neither McCallister nor the Union raised an objection.
12. Although the Union informed the School Board of its position that the issues were not properly before the Special Magistrate in early June, it proceeded to schedule the hearing. The Union raised no further objections with the School Board, with the Special Magistrate, or with the Commission over the next three and a half months.
13. Then, on the night before the scheduled impasse hearing, the Union filed the above captioned unfair labor practice and filed its Motion to Discharge SM-2011-117 and Cancel Hearing.
14. The basis for the Union's motion is essentially that the parties should have formally requested a new Special Magistrate panel for the second declaration of impasse over the same contract re-opener.

When the hearing convened on October 4, 2012, the Union made a brief appearance but declined to participate in the hearing on the ground that the Special Magistrate's jurisdiction over the proceeding terminated when an agreement was reached between the parties on April 11, 2012. It was noted that the Union, on October 3, 2012, the day before the Special Magistrate hearing, had filed with PERC a Motion to Discharge the Impasse Proceeding and Cancel the Hearing. The basis for the Union's motion was that the parties were not legally at impasse. The School Board's response to the Motion was filed on October 4, 2012, and reads as follows:

First, the School Board fulfilled its statutory obligation to notify the Commission in writing of the impasse by way of its June 8, 2012 letter, in which the School Board noted that the impasse hearing relating to health insurance for the 2010-2012 contract year was in the process of being scheduled.

Second, the Union's failure to object to an impasse hearing for over three (3) months is a clear waiver of any alleged procedural fault in the impasse process. Had the Union objected to the School Board's use of Mr. Sergent as Special Magistrate and the use of the same case caption for the parties' second impasse, the parties could have selected a new special magistrate and scheduled a hearing before that Special Magistrate months ago. Instead, the School Board has spent significant time and resources to prepare for a Special Magistrate hearing that it expected to go forward as scheduled on October 4, 2012, only to have the Union file a Motion to cancel the hearing at 5:00 p.m. on the day before the hearing.

Third, the Union's last-minute filing of an unfair labor practice charge and Motion to Discharge, when the October 6, 2012 impasse hearing has been scheduled since June 18, 2012, is a clear attempt to frustrate the impasse process and a ruse to avoid finality in the collective bargaining process.

Finally, as a remedy, the Union seeks to cancel the impasse hearing, which would do no more than force the parties to re-initiate the same impasse process. Any alleged or perceived procedural deficiencies in this process have no substantive effect on the parties' rights under Chapter 447, or to the fairness of the collective bargaining and impasse processes.

On the basis of foregoing the School Board requested that the Commission deny the Union's Motion.

After the hearing convened I denied the Union's Motion to dismiss or postpone the hearing because the Motion was not timely filed and because the validity of the Motion was a matter for the Commission to decide. I then proceeded to conduct a hearing and hear the evidence

pertaining to the issues at impasse that was presented by the School Board without the Union's participation.

On October 17, 2012, the Commission issued an Order Denying (the Union's) Motion to Discharge Case and Cancel Hearing. Specifically, the Commission denied the Union's request to discharge this impasse proceeding and cancel the hearing. In its order the Commission stated that the issue of whether the parties are at impasse is to be resolved by a hearing officer following an evidentiary hearing on the Union's unfair labor practice charges.

Based on the foregoing, it is evident that the Special Magistrate hearing has not been discharged, cancelled or postponed. Accordingly, it must proceed according to statute and culminate in the issuance of a Report and Recommendations by the Special Magistrate.

II. APPLICABLE LAW

Florida Statute Section 447.405 sets forth some of the factors to be considered by the Special Master in arriving at a recommended decision as follows:

The Special Master shall conduct the hearings and render his recommended decisions with the objective of achieving a prompt, peaceful, and just settlement of disputes between the public employee organizations and the public employers. The factors,

among others, to be given weight by the Special Master in arriving at a recommended decision shall include:

- (1) Comparison of the annual income of employment of the public employees in question with the annual income of employment maintained for the same or similar skills under the same or similar working conditions in the local operating area involved.
- (2) Comparison of the annual income of employment of the public employees in question with the annual income of employment of public employees in similar public employee government bodies of comparable size within the state.
- (3) The interest and welfare of the public.
- (4) Comparison of peculiarities of employment in regard to other trades or professions, specifically with respect to:
 - (a) Hazards of employment.
 - (b) Physical qualifications.
 - (c) Educational qualifications.
 - (d) Intellectual qualifications.
 - (e) Job training and skills.
 - (f) Retirement plans.
 - (g) Sick leave.
 - (h) Job security.
- (5) Availability of funds.

III. DISCUSSION AND RECOMMENDATIONS

A. Discussion

In the present case the Special Magistrate has been called upon to make a recommendation regarding a dispute that has arisen between the parties concerning cost sharing for employee health insurance benefits. The evidence showed that until 2010 the School Board has essentially

provided to bargaining unit employees a basic individual health insurance plan at no cost to employees. However, due to escalating costs of health insurance and declining District revenues stemming from Florida's deepening recession, the District approached the Union in 2009 with a proposal to require employees to begin contributing a small percentage of the total premium for the basic individual health insurance plan in the 2010 plan year. The parties signed a Memorandum of Understanding ("MOU") to that effect for the 2010 plan year only. Significantly the MOU contained a clause specifying that in future health insurance negotiations, should the parties not be able to agree on contribution levels the employee costs would revert to that in existence in 2008-09 (with the District paying the entire premium, and the employees making no contribution). A similar MOU was executed by the parties for the 2011 plan year with a slightly higher contribution level from the employees for the basic individual plan. The 2011 plan year MOU likewise contained the "reverter" clause language.

For the 2012 plan year the parties were unable to come to an agreement on the level of employee contributions despite a unanimous recommendation on those contribution levels from a District Insurance Task Force that included members from the CWA. Impasse was declared by the District in December, 2011, after which the undersigned was selected as Special Magistrate and a hearing was set for April 13, 2012.

The day before that hearing the CWA notified the District that it had agreed to District's most recent health insurance proposal and was taking the matter to a ratification vote. The bargaining unit employees subsequently voted but failed to ratify the District's proposal.

Thereafter, the District and CWA engaged in further negotiations but were unable to reach an agreement. The District again declared impasse in June, 2012, but because of the delay caused by the CWA and the impasse process, in late June the District provided to the CWA an amended proposal which sought to require an even greater contribution by the bargaining unit employees for the individual basic plan coverage. The undersigned was again selected as Special Magistrate by the parties to conduct a hearing and it went forward as scheduled on October 4, 2012, as described above.

The proposals and counter proposals submitted by the parties leading up to this proceeding can be briefly summarized as follows: For the 2012 Fiscal Year the School District elected to offer more insurance options to its employees pursuant to recommendations that had been made by the School District's Health Insurance Advisory Task Force. The intent of the new insurance plan scheme advocated by the task force was to provide a range of plans with varying contribution costs from \$0 to \$94.00 and with the concomitant range of varying benefits.

The four plans proposed by the School District included: Options 5774, Options 5779, Options 5770, and Choice 800. The School District's proposed contribution plan for its CWA employees for the 2012 Fiscal Year did not deviate significantly from the prior year. The cost to the School District continued to be \$405.00 per employee per month. The four plans each had a different contribution scheme for CWA employees. Employees who selected options 5774 were not expected to contribute anything. For employees who selected Options 5779 the contribution requirement was \$27.00 a month. For Options 5770 the contribution requirement was \$59.00 per month; and, for Choice 880 the contribution was \$94.00 per month.

The CWA's counter proposal to the School District's proposed contribution scheme insisted on no plan design change from the 2011 MOU and no changes to the required contributions. Notably, the CWA's counter proposal included no plan design changes despite the fact that the CWA was represented as a member of the Task Force and voted in favor of offering the four insurance options at that time.

After the first impasse and failure to ratify the above-referenced 2012 plan during the second round of negotiations, the School District offered a new proposal. The new proposal increased the contribution scheme for CWA employees as follows: those selecting Options 5774 would contribute \$97.88; those selecting Options 5779 would contribute

\$111.38; those selecting Options 5770 would contribute \$127.38; and, those selecting Choice 800 would contribute \$144.88.

It is important to note that to date non-CWA employees are still making monthly contributions for their health insurance plans. In contrast, because of the "reverter" clause language in the 2011 MOU, throughout the entirety of the 2012 Fiscal year CWA employees have made no contribution whatsoever for basic individual health insurance. Consequently, such employees have contributed nothing while simultaneously continuing to enjoy the benefits of health insurance.

B. Recommendations

After due consideration of the entire record of this proceeding I find that several factors lead to the conclusion that the final proposal that was submitted by the School District regarding the health insurance contribution scheme for CWA employees should be adopted. Those factors can be summarized as follows:

First, to date non-CWA employees continue to make monthly contributions for their health insurance coverage. In contrast, because of the "reverter" clause language in the 2011 MOU, throughout the entirety of the 2012 Fiscal year, CWA employees have made no contribution whatsoever for basic individual health insurance. Moreover, although CWA employees have contributed nothing, they have continued to enjoy the benefits of health insurance.

As a result of CWA employees not contributing to the cost of their monthly health insurance plans for the 2012 Fiscal year, the School District has been forced to incur enormous expense. In particular, for the 2012 Fiscal year, thus far the School District has incurred \$2,481,783. in additional health insurance expenses due to the lack of contribution by CWA employees. It is important to note that the second proposal made by the School District during the second round of negotiations for the 2012 Fiscal year reflected efforts by the District to recoup the losses and extra expenses it has been forced to cover as a direct result employees' total lack of contributions to health insurance costs.

By seeking contributions for the monthly cost of health insurance from the CWA employees in conjunction with the already paying non-CWA employees, the School District is clearly attempting to protect the interests and welfare of the citizens, particularly the students, of the School District of Indian River County. In order to accomplish the goal of continuing to provide the same quality of education and learning environment to its pupils the District needs to regain some of the losses to its budget.

Second, non-CWA employees have historically contributed more per month for the cost of their health insurance in comparison to CWA employees. Moreover, throughout the past year non-CWA employees have continued to contribute to their monthly health insurance plans,

while CWA employees have paid nothing yet continue to receive the same health insurance as these contributing employees.

Third, reduced revenues have forced the School District to eliminate some employee positions. For example, between 2008 and 2012, the District was forced to eliminate 294 positions, which represented 13 % of the work force. In addition, the grand total of pay cuts to non-CWA employees during that period is \$9,327,767. In contrast, in the 2011-2012 Fiscal years, the District has provided CWA employees with the total of \$1,274,641. in benefits and bonuses. Moreover, the evidence shows that in comparison to comparable like-size school districts, the Indian River School District has paid CWA employees on the higher end of salaries paid to employees in the same or similar occupations. For example, the District ranks 10th out of 67 school districts in the state in terms of average salary paid to bus drivers. Moreover, the School District, on average, is either the first or second highest paying school district in relation to comparable sized school districts for CWA employee salaries. Notably, in contrast, administrative staff is on average compensated less in the School District of Indian River County than in like-size comparable counties. For example, the principals of Indian River County high schools are on average compensated at \$87,202.00 annually, whereas the high school principals in Charlotte County are compensated at \$108,330 annually.

Fourth, in regard to the availability of funds issue, it is common knowledge that the State of Florida has experienced and is continuing to experience one of the worst economic downturns in history. The School District has witnessed first-hand the detrimental effect that such economic instability has had on its already lean budget. Not only have property values clearly declined resulting in an attendant reduction in property tax revenue, but also the Florida Legislature has imposed significant changes in homestead and property tax ratios, which have negatively impacted revenue. At the same time the District has continued to experience major increases in personnel costs, particularly in the area of health insurance. In fact, the School District's health insurance fund has markedly dropped over the past several years. The District's health insurance fund for the 2007-08 Fiscal year was \$7,917,069. In contrast, for the 2012-13 Fiscal year, the fund is \$5,133,881. At the same time the monthly cost for providing health insurance to employees has increased exponentially.

In addition, the School District's total budget, which included all available funds in 2008-09 was \$412,737,280. In stark contrast the budget for the 2012-13 fiscal year is \$274,841,013. This represents a 33.41% decrease in the School District's total budget. Such a dramatic increase has undeniably taken a significant toll on all facets of the School District's allocations of funds and programs. The health insurance fund is

not the only portion of the budget that has shrunk. Rather, extensive cuts have been applied across the District.

Fifth, by seeking contributions for the monthly cost of health insurance from the CWA employees in conjunction with the already paying non-CWA employees, the School Board is clearly attempting to eliminate an unfair and inequitable disparity and to protect the interest and welfare of the citizens, particularly the students, of the School District of Indian River County. In order to continue to provide superior educational opportunities for its students, the School District must regain some of the losses to its budget.

The evidence is clear that the health insurance contributions sought by the School District are reasonable, narrowly tailored and fully consistent with contributions being paid by non-CWA employees. Although the District's final proposal does require a greater contribution by CWA employees than others in the District, the District has a sound rationale for this disparity. It is based on the CWA's refusal to agree to a reasonable contribution level and the resulting period of time the CWA employees have been paying absolutely nothing for basic individual health insurance coverage in the calendar year 2012. It is also evident that the Union has engaged in a series of delay tactics which justify the District's desire to recoup monies lost through the insurance fund.

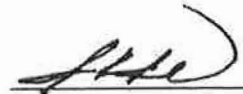
Sixth, as a matter of fairness it is important to note that out of the School District's entire range of employees only the CWA employees have contributed nothing for their health insurance plans. Moreover, CWA employees have *always* contributed less than non-CWA represented employees since the implementation of the contribution schemes. In sum and in short, it is evident that the non-CWA employees of the District have shared more of the burden of the cost to the health insurance than CWA employees who have enjoyed the same benefits at a lower or no cost.

Finally, the School District's proposed contribution scheme for CWA employees is not a penalty or serving as an unfair monetary burden imposed upon CWA employees. Rather, the School District is merely asking such employees to equally share in efforts to control the burgeoning costs of health insurance provided to School District employees. Since non-CWA employees and teachers currently contribute to the cost of the monthly health insurance premiums, it is only fair and reasonable to anticipate that all School District employees, including CWA employees, be required to contribute to the costs of their health insurance plans.

In conclusion, the evidence plainly demonstrates that the School District's health insurance proposal is both economically justified and fully consistent with the manner in which the District treats non-CWA employees. It is equally clear that the average salary received by many

CWA represented employees ranks exceptionally high in comparison to comparable positions in other school districts in the state. Accordingly, for all of the foregoing reasons, I recommend adoption of the School District's proposal regarding the health insurance impasse issue.

Respectfully submitted this 28th day of October, 2012.



Stanley H. Sergent
Special Magistrate

Sarasota, Florida

STANLEY H. SERGENT
ATTORNEY - ARBITRATOR

ARTICLE 20

Section D

7. Cost of individual plan health insurance (optional dependent health insurance). The Board's contribution remains at \$405.00 per member per month. The cost per member per pay period is reflected in the chart below:

Plans	800 Choice	5770 Options	5779 HSA	5774 Options
Employee	\$144.88	\$127.38	\$111.38	\$97.88
Employee/Spouse	\$307.88	\$278.88	\$252.38	\$229.88
Employee/Child(ren)	\$299.88	\$271.38	\$245.38	\$223.38
Family	\$355.88	\$323.88	\$293.88	\$268.88