

The Indian River County District School Board met on Tuesday, February 5, 2013, at 1:00 p.m. The special meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler, Matthew McCain, and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

Special School Board Meeting

Public Hearing to Legislate Impasse #2 with Communication Workers of America

- I. Called Special Meeting to Order – Chairman Johnson
- II. Purpose of the Public Hearing – Chairman Johnson
Chairman Johnson stated that the purpose of the meeting was to Legislate Impasse #2 with Communication Workers of America. She introduced the School Board Attorney, Mrs. Suzanne D'Agresta, who represented the District School Board, and asked both parties for introductions. Dr. Adams introduced Ms. Roberts, Executive Director of Human Resources; Mr. Carter Morrison, Assistant Superintendent for Finance and Operations; and Mr. Wayne Helsby, Chief Negotiator for Indian River County School District. Mr. Gary McCallister, CWA International Representative representing Communication Workers of America, introduced Mr. Harrell Davis, Communication Workers of America Local 3180 President.

Chairman Johnson read the following introduction into the record:

Introduction

This was a public hearing conducted by the District 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 2011-2012 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 December 31, 2012. The Superintendent rejected all but one of the Recommendations in the Report and Recommendation of the Special Magistrate by Notice dated January 10, 2013, necessitating this public hearing.

Pursuant to §447.403(4), Florida Statutes, and communication to the parties dated January 18, 2013, both parties have submitted to the School Board their recommendations for settling the impasse issues. This hearing was now required pursuant to §447.403(4)(c), Florida Statutes, in order that each party was afforded the opportunity to explain their positions to the School Board with respect to the impasse issues.

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

Each party would be afforded one (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 would hold any questions until the end of each party's presentation. The Superintendent would be called upon first and CWA would be called upon next. Upon the conclusion of the presentations by both parties, the School Board would have an opportunity to ask any final questions, deliberate, and then vote on resolution of the impasse issues.

Chairman Johnson stated that there would be a ten-minute recess between the presentations.

III. Presentation by Superintendent

Dr. Adams presented her opening statement and turned it over to Mr. Helsby. Three attachments were distributed as follows: a hard copy of the PowerPoint titled "Legislative Impasse Hearing", Article 5 Handout, and Superintendent's Recommendations. Mr. Helsby and Mr. Morrison presented the PowerPoint information. Dr. Adams stated her recommendations.

Chairman Johnson, hearing no objection, said that the Hearing would move forward without a break.

IV. Presentation by Communication Workers of America (CWA)

Mr. McCallister presented arguments on behalf of the Communication Workers of America Local 3180. Mr. Davis spoke on several issues on the table. Mr. McCallister stated the recommendations on behalf of the Union.

V. District School Board Deliberation – Chairman Johnson

Chairman Johnson called for questions from the Board. Board Members asked questions directed to both parties and received responses from both parties.

Chairman Johnson, hearing no further questions, recessed the Hearing at 2:54 p.m. and reconvened the Hearing at 3:10 p.m.

VI. District School Board Motion and Vote on the Resolution of the Issues at Impasse – Chairman Johnson

A. Article 5A: Work Hours/Breaks/Overtime Payment/and Compensatory Time

Chairman Johnson called for a motion in regard to Article 5A. Mr. McCain moved approval of the Superintendent's recommendation. Mrs. Disney-Brombach seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Add the word "actually" in the first sentence.

Article 5A: Time **actually** worked when in excess of a forty-hour week shall be paid at the rate of one and one half (1 and ½) hours pay for each hour worked in excess of 40 hours.

B. Article 5B: Work Hours/Breaks/Overtime Payment/and Compensatory Time

Chairman Johnson called for a motion in regard to Article 5B. Ms. Jiménez moved approval of the Superintendent's recommendation. Mr. Pegler seconded the motion and it carried unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Strike the current language in Article 5B and replace with a new Article 5B.

New Article 5B would read:

Article 5B: Overtime will be calculated on the actual time worked. Time and a half will be paid for actual worked hours in excess of 40 hours for the designated work week. Straight time will be paid for all hours actually worked up to 40 hours within the designated workweek. Holidays, compensatory time, and all approved unpaid or paid leaves will not be included in the calculation of actual worked hours. The supervisor will assume responsibility for determining which employees will be assigned.

C. Article 20(B)(2): Compensation and Fringe Benefits – Salary Steps

Chairman Johnson called for a motion in regard to Article 20(B)(2). Mr. Pegler moved approval of the Superintendent's recommendation. Mr. McCain seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- To strike the language in Article 20(B)(2): Salary Steps

~~Article 20(B)(2): Salary steps are increased on a yearly basis with the effective date of change July 1 each year. One day more than half of the work year will entitle the employee to an increase when recommended.~~

D. Article 21 Special Supplements, Section 9 Inservice Incentive

Chairman Johnson called for a motion in regard to Article 21 Special Supplements, Section 9 Inservice Incentive. Mr. McCain moved approval of the Superintendent's recommendation. Mr. Pegler seconded the motion for discussion. Board Members spoke to the motion. The motion failed with a 4-1 vote by the Board against the motion. Ms. Jiménez, Mr. Pegler, Mrs. Disney-Brombach, and Chairman Johnson voted against the motion. Mr. McCain voted in favor of the motion.

Ms. Jiménez moved approval to accept the Superintendent's recommendation, with the understanding that Indian River County School District and Florida State mandated inservice, outside of their regular work hours, would be compensated. Mrs. Disney-Brombach seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Strike all language in Article 21 Special Supplements, Section 9 – Inservice Incentive.

E. Article 21: Special Supplements, Section 10 Performance Bonus

Chairman Johnson called for a motion in regard to Article 21: Special Supplements, Section 10 Performance Bonus. Mrs. Disney-Brombach moved approval to keep the CWA language, with the exception of (page 14 of 19 of the Agenda, paragraph 3) "The performance bonus for all CWA eligible individuals who meet the criteria above will be five (5) percent of their base salary negotiated yearly. Ms. Jiménez seconded the motion. Board

Members spoke to the motion. Mrs. Disney-Brombach withdrew her motion. Ms. Jiménez withdrew her second to the motion.

Mr. Pegler moved approval to accept the CWAs proposed language with the following modification (Page 14 of 19, Paragraph 2 of the Agenda). "This bonus will be paid annually prior to Christmas break subject to available funds." And the remainder of the Paragraph would stay; however, we would strike from the last sentence (Page 14 of 19, Paragraph 3) "The performance bonus for all CWA eligible individuals who meet the criteria above will be five (5) percent of their base salary negotiated. Ms. Jiménez seconded the motion for discussion. Board Members discussed the motion. Mr. Pegler withdrew his motion and Ms. Jiménez withdrew her second to the motion.

Mr. Pegler moved approval to accept the CWA language with the following modifications: We will keep the entire first section; then, starting with the second Paragraph, it will be amended as follows: ~~This bonus will be paid annually prior to Christmas break.~~ The assessment tool for the performance bonus shall be negotiated. The bonus will be negotiated and paid annually as long as the District determines that its unreserved fund balance and its projected revenues are and will remain adequate to pay the bonus. An employee, who has earned exemplary evaluation status during a school year in which they retire, will receive their performance bonus on or before June 30 of their retirement year. Ms. Jiménez seconded the motion for discussion. Board Members spoke to the motion. Mr. Pegler withdrew his motion and Ms. Jiménez withdrew her second to the motion.

Mrs. Disney-Brombach moved to accept the Superintendent's recommendation to strike Section 10 Performance Bonus of Article 21, Special Supplements in its entirety. Mr. McCain seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Strike Section 10 Performance Bonus of Article 21: Special Supplements in its entirety

VII. Adjourn the Hearing – Chairman Johnson

Chairman Johnson thanked everyone, especially Mrs. D'Agresta. Mr. McCain stated that the language that was in here had to come out and thanked everyone for their understanding.

With no further business, the meeting adjourned at approximately 4:08 p.m.