

01 29 09 Grievance Hearings

Call to Meeting to Order

Acceptance of Agenda

1. [Accept Agenda of January 29, 2009 Grievance Hearings.](#)

Motions:

Motion to accept the agenda of the January 29, 2009 Grievance Hearings. - PASS

Vote Results

Motion: Tim Harris

Second: Hazel Sellers

Lori Cunningham - Absent

Kay Fields - Aye

Tim Harris - Aye

Margaret Lofton - Aye

Dick Mullenax - Aye

Frank O'Reilly - Aye

Hazel Sellers - Aye

Grievance

2. [Grievance #237 - Break in Service for Annual Contract Teachers](#)

Attachment: [237 Step III Board Packet - Insur Break In Service.pdf](#)

Minutes:

Lee Littlefield, PEA representative, outlined the case of approximately 80 annual contract employees who, because of a break in service, received a termination of health insurance coverage. These people were in the system at the end of last year without a renewed contract (break in service) yet were assigned a position for the new school year.

The relief sought by PEA was for the District to reimburse money due to the 80 annual contract people for their COBRA to cover the summer months and any health costs during that time.

Don Wilson, Attorney for the Superintendent, stated annual contracts are not renewed for several different reasons and the persons are no longer employees. If they are able to meet the certification requirements or find a position elsewhere in the district before the deadline date, there is not a break in service.

Ron Ciranna, reported that letters were sent to annual contract employees providing a deadline to meet requirements for rehiring of June 16th to avoid a break in service.

Wes Bridges noted there is a difference between 'break of service' and 'break of employment'.

Motions:

Motion to uphold Superintendent's recommendation to deny the grievance. - PASS

Vote Results

Motion: Margaret Lofton

Second: Kay Fields

Lori Cunningham - Absent

Kay Fields - Aye

Tim Harris - Nay

Margaret Lofton - Aye

Dick Mullenax - Aye

Frank O'Reilly	- Aye
Hazel Sellers	- Aye

3. [Grievance #238 - Compensation for High School Teachers teaching six of seven periods](#)

Attachment: [238 Step III Board Packet -High School 6 of 7 \(2\).pdf](#)

Minutes:

Michael Herdman, Attorney for PEA, stated the grievance is based on the fact that high school teachers are being required to teach 25 additional students without 1/6 additional pay.

22.9 At the request of the Superintendent, a high school teacher may volunteer to teach a 6th class, then work at least 50 minutes after the regular duty day and be paid 1/6 of his/her salary. This section shall not be used to circumvent the hiring of additional full time teachers.

2.6 Amending this Contract - Any matter not specifically covered by this contract but of concern for one or both parties may be brought up for negotiation during the contract period if both parties agree that its consideration is necessary and desirable. When such a meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

Mr. Herdman referenced legal costs and issues of Pinellas County earlier this year for changing their scheduling model.

Don Wilson, Attorney for the Superintendent, reported that administration is not in violation of the contract. Under the new scheduling model, no one is asked to work beyond the normal duty day. The current bargaining agreement does not address the number of periods in a day.

Wes Bridges, School Board attorney, reported there is a vast difference between Pinellas County's bargaining agreement and Polk County's. Pinellas County's clearly names a 5 period teaching day.

Motions:	
Motion to uphold Superintendent's recommendation to deny the grievance.	- PASS
Vote Results	
Motion: Kay Fields	

Second: Margaret Lofton	
Lori Cunningham	- Absent
Kay Fields	- Aye
Tim Harris	- Aye
Margaret Lofton	- Aye
Dick Mullenax	- Aye
Frank O'Reilly	- Aye
Hazel Sellers	- Aye

4. [Grievance #243 - Credit Experience for D1 Substitutes](#)

Attachment: [243 Step III Board Packet -D1 Sub Exper.pdf](#)

Minutes:

Angela Dawson, PEA Representative, provided background information on D1 Substitutes, employees that did not have the full certification needed to be teachers but were employed by the district. It allowed the employees time to become certified. It was discontinued because it did not meet the needs of the district and was received badly by the employees.

The D1 substitutes were not given the year of experience. This grievance is asking for D1 Substitutes to be given their years of experience.

Don Wilson, Attorney for the Superintendent, reported that initially the District wanted to give D1 substitutes experience credit but at that time PEA was against it.

Donna Wingard, Director of Teacher Certification, explained that a D1 substitute is a long-term substitute teacher who is paid differently from a day-to-day substitute teacher. They were given a contract outlining the requirements to meet full certification - which had to be signed (conditional employment agreement). At the Union's suggestion, the contract was reworked removing the clause. At anytime during the year if a certified teacher was found for that position, they would be terminated (this was PEA's suggestion).

Motions:

Motion to uphold the Superintendent's recommendation to deny grievance. - PASS

Vote Results

Motion: Margaret Lofton

Second: Tim Harris	
Lori Cunningham	- Absent
Tim Harris	- Aye
Margaret Lofton	- Aye
Dick Mullenax	- Aye
Frank O'Reilly	- Aye
Hazel Sellers	- Aye
Kay Fields	- Aye

Adjournment

Meeting adjourned at 2:30 p.m. Minutes were approved and attested this 10th day of February, 2009.

Frank J. O'Reilly, Chairman

Gail F. McKinzie, Ph. D., Superintendent