

**PCTA/PCSB Bargaining Meeting  
Minutes  
9-5-18**

Meeting was called to order at 5:15 at the PCTA building on Seminole Blvd., Largo, FL.

Introductions were made. Both parties brought proposals for changes to the contract in Articles 1-20. There were fairly minor changes including the change from "Association" to "Union" which was requested by PCTA and the parties agreed to change the roman numerals to whole numbers. The more substantive revisions and discussions pertained to the following:

**Article 3 - Recognition** –PCTA requested that "Speech Language Pathologist" be added to the list of personnel included under the term teacher. It was noted that the list is described as a non- exhaustive list but agreed to include Speech Language Pathologist. It was also suggested to change "guidance counselor" to "school counselor" and change teacher to educator. It was noted that everyone in this category are instructional personnel and that term may address the concern that "teacher" does not describe all personnel.

**Article 6 – Duration** –The language was updated to change the effective date of the contract to 2018-2021 and delete section D relating to a committee agreed to be formed back in 2016 to address supplements as well as language to address virtual teachers. All is antiquated language. No discussion or changes.

**Article 7 – Grievance procedure** - The Board proposed clarifying the language relating to discussions before a grievance is filed. The language is intended to encourage discussions at the school level to resolve concerns and referencing these discussions as "informal grievances" causes confusion when a level 1 grievance is actually filed. It was again explained that the purpose of the proposed revisions was to clarify that a grievance occurred when the level 1 grievance is filed. The other changes related to the number of days that actions had to be taken in order to have consistency.

**Level 1** - change 3 days to 5 days on supplying a written answer to the grievance.

**Level 2** - Change 5 days to 10 days on notifying Human Resources if not satisfied with the disposition of Level 1.

**Level 3** – change 90 days to 45 days to file for arbitration if not satisfied with the disposition of level 2

**Section F** – add numbers 11 – "The parties agree that the grievance process requires open honest communication and shall not be used by administrator or union representative as a means of harassment or intimidation" and 12 – The arbitrator shall have no power to alter, add or subtract from the terms of this agreement." No changes or comments.

**Article 8 – Leaves of Absence** – Union members wanted to add 3 days bereavement leave with pay in the event of a death in employee's immediate family. PCSB rejected the proposal stating bereavement leave is part of the employee's sick leave. Union proposed adding under 1 a. immediate family member include legal guardian. It was noted by PCSB that the language already included a "members of the household" but agreed to the suggestions that a legal guardian could be added but the person had to actually be appointed by a court. It was agreed.

**Article 9 – Union Rights - Paragraph A** – PCTA proposed deleting the language requiring that notification to the principal was required before holding meetings at the school and instead suggested "Faculty members may hold Union meetings on their regularly scheduled monthly day and time as agreed upon in Article 27. The Union reserves the right to hold additional meetings as needed with prior notification to the principal." PCSB noted that Article 27 does not require a regularly scheduled meeting with PCTA and it would be inappropriate to state something in Article 9 which is inaccurate. It was also noted that PCSB has offered many times to meet and discuss re-writing Article 27 to address everyone's concerns but the Union instead chose to arbitrate over the meaning of Article 27. Now that the arbitrator agreed with the PCSB's interpretation, we can leave it as is or we can actually negotiate Article 27 but we should not be assuming it says something that it does not. The parties agreed to revisit this at the next meeting.

**Paragraph E** – Union proposed, adding that the Union can use PCSB e-mail for purposes of notifications of upcoming meetings or to inform members where new information can be found. PCSB stated that there was a concern of over use of the e-mail system as well as using the system to conduct union business which was not appropriate. It was suggested that limiting the scope of any use might be acceptable. The union stated they would agree to email meeting notices by the president only.

**Article 12 – Teacher Assault Protection and Article 13 Student Discipline** – were discussed together as they pertain to disruptive and sometimes violent students and protection of teachers. Under Article 12, Union proposed adding after D, --“A Teacher that has been assaulted by a student cannot be compelled to have that student returned to his/her classroom.” There was much discussion about this topic. Article 13 includes a reference to section 1003.32 which is a statutory process to remove a student. PCSB proposed referencing the statutory removal process to Article 12 as well. However, there are times when a student must go back to the classroom (e.g. there is only one teacher, ESE classrooms or centers.) Union proposed added to letter D in Article 12 a statement about the teacher being able to transfer after an assault if they student cannot be removed permanently. In Article 13 Section B, Union wanted to define the “reasonable” amount of time the student must be removed from class. The language states: “When a teacher finds it necessary to send a student to the office, the student shall be excluded from the classroom for a “reasonable” length of time. There was discussion back and forth on how this would be difficult to set a certain time as it would depend on the circumstance. PCSB suggested we reference the school-wide behavior plan.

**Article 14 – Professional Development** –The Board had proposed adding paragraph F with the intent to make it clear that if a teacher attended required training after the contractual day, and the training was tied to the SIP, they would be paid their hourly rate instead of a stipend which is typically paid for trainings. There was much discussion about required trainings. The Board re-iterated that the purpose of this proposal was to benefit teachers but pulled the proposal from further discussion.

**Section E** - The Board will add “annually” relating to determining the guidelines for trade days.

**Article 15 – Curriculum and Instructional Improvement** – PCSB proposed deleting all sections, except Section A. The information left would move renumbered 1-3. All were in agreement. The parties discussed that the language was legacy language from the shortened Wednesday days.

**Article 17 – Voluntary Transfer** – Each party proposed language for section 7 addressing the interviewing and hiring process for teachers wanting to voluntarily transfer. The senior applicant is not always the most qualified for the position. PCSB agreed that the senior applicant should be provided a reason if requested and suggested a modification to their written proposal stating: “It is understood that all transfers shall be made in the best interests of the teacher and the district. It is understood that each position shall be filled by the best-qualified applicant. When, in the opinion of the ~~Personnel Department~~, hiring administrator, the best-qualified applicant is not the senior applicant, the reason for the decision shall be provided to the senior applicant and the Union, when requested by the applicant in writing within 10 days of the interview.”

PCSB proposed deleting paragraph 12 providing for priority hiring for “priority schools” which don’t exist. Protected hiring status falls under the MOUs.

**Article 18 – Involuntary Transfers** – Section B - The Union proposed adding a number one under procedures stating that “All involuntary transfers shall be completed prior to the commencement of hiring employees from outside the District. This process will be mutually agreed upon each year.” PCSB rejected this language.

Section B, number 3 – The Union proposed deleting “to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system.” PCSB rejected this. The instructional requirements for students and the best interest of the school system must be considered.



Section B, number 8 – The Board proposed adding “The Board reserves the right to adjust the composition of the staff when it becomes necessary to comply with legislative requirements and this will take precedence over the negotiated process of teacher transfer and placement.” This proposal is made in order to match the language stated in Article 17, Section 5 of the Voluntary Transfer process.

**Article 19 – Seniority** – Spell out Florida Teacher Certification Exam. No other changes or discussion.

**Article 20 – Terminal Pay** - The Union proposed adding under A, Terminal pay should be granted “when they cease employment with the district for any reason, including...” The current contract allows for a payout of sick time only upon death or retirement. The Board shared that the cost of this proposal was prohibitive. Discussion was held regarding this proposal.

Meeting adjourned at 7:00.